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पुस्तकालय
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(विज्ञान विभाग)
गुरुकुल कांगड़ी विश्वविद्यालय, हरिद्वार
पुस्तक-वितरण की तिथि नीचे अंकित है। इस तिथि सहित १५वें दिन तक यह पुस्तक पुस्तकालय में वापिस आ जानी चाहिए। अन्यथा ५ पैसे प्रतिदिन के हिसाब से विलम्ब-दण्ड लगेगा।
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APPENDIX

TO THE

NINTH REPORT

FROM THE

SELECT COMMITTEE.

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APPENDIX.

N° 1. A.

EXTRACT of General Instructions to the Governor General and Council; dated 29th March 1774.

Par. 1. AND First, after earnestly recommending to you the most perfect Harmony amongst yourselves, as an Object of the highest Concern to the Prosperity of the Company, and the due Execution of the great Trust reposed in you, we direct, that you fix your Attention to the Preservation of Peace throughout India, and to the Security of the Possessions and Revenues of the Company.

2. We direct, that you assemble in Council Twice in every Week, and that all the Members be duly summoned; that the Correspondence with the Princes, or Country Powers in India, be carried on by the Governor General only; but that all Letters to be sent by him, be first approved in Council, and that he lay before the Council, at their next Meeting, all Letters received by him in the Course of such Correspondence, for their Information: We likewise direct, that a Copy of such Parts of the Country Correspondence be communicated to our Board of Trade (to be constituted as hereinafter mentioned) as may anyways relate to the Business of their Department.

3. As it is now become unlawful for the Presidents and Councils of our other Settlements to make Peace or War with any Indian Powers, or to conclude any Treaties with such Powers, without your Consent or Approbation, except in Cases of imminent Necessity, or where they shall have received special Orders from the Company; we direct, that you attentively view the general Posture of our Affairs in India, respecting the Country Powers, their Interests, and probable Connexions with each other, with us, and other European Nations; and that you take such Measures as shall upon the Whole be most conducive to our general Interest; and in all your Deliberations and Resolutions, that you make the Safety and Prosperity of Bengal your principal Object: And in all Treaties with Indian Powers, or Conventions with European Nations, whereby our Commerce can be affected, we direct, that before any such Treaties shall be agreed to by you, you take the Opinion of our Board of Trade thereon in Writing.

4. As the Welfare of the Company must in a great Measure depend on the proper Management of their commercial Affairs in Bengal, and particularly on receiving well-chosen Investments; in order that those valuable Purposes may be answered, we have judged it expedient to establish a Board of Trade; and thinking it incumbent on us to avail ourselves of the Abilities and Experience of our late Council, we therefore direct, that Samuel Middleton, William Aldersey, John Reed, Philip Milner Dacres, Thomas Lane, James Lawrell, Henry Goodwin, John Graham, William Lambert, George Vansittart, and Nicholas Grueber, being our Eleven senior Civil Servants, be our Board of Trade, for managing, conducting, and transacting our Trade and Commerce in Bengal, Bahar, and Orissa: And we hereby empower our said Board of Trade to appoint subordinate Officers and Agents under them, from amongst our covenanted Servants only; and to suspend or remove any such Officers or Agents, when they shall find it necessary for our Interest so to do. But in every Appointment made by our Board of Trade, we direct, that they do not require any Person who shall be employed by the Governor General and Council in the Collection or Management of the Revenues, to execute any Office under the said Board; it being our Intention, that none of our Servants shall hold Employments in those different Departments at the same Time.

5. We hereby appoint Samuel Middleton, Esquire, President of our Board of Trade; and in case of his Death, Resignation, or Removal, the senior Member in Rank shall succeed.

6. That Seven Members of the Board do constantly reside at Calcutta: That Four be appointed Chiefs of Subordinates, or Residents at the Aurungs, as the Board shall deem necessary; and that the Appointment to each Chiefship, or Residency, be determined by a separate Ballot of the Members of the Board; but that no such Chief or Resident be permitted to remain at the same Subordinate, or Aurung, for more than Three Years successively.

2 7. We

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7. We order and direct our Board of Trade, in case any Member of the said Board, being resident at Calcutta, or at the Aurungs, or Chief of a Subordinate Factory, be at any Time charged with Negligence in the Execution of the Trust reposed in him, or Disobedience of Orders, that they summon him to the Board; and that he be made acquainted, in Writing, with all Accusations preferred against him; that he have a reasonable Time to make his Defence; and that if the Charge be proved to their Satisfaction, they suspend him from the Company's Service; and if he shall be charged with any Offence cognizable by the Supreme Court of Judicature, that they cause him forthwith to be prosecuted for the same.

8. That in case of the Death or Removal of any Member of the Board of Trade, the next senior Servant upon the Civil Establishment do immediately succeed to a Seat at that Board, until our Pleasure be known.

9. That in case of the Death or Removal of a Chief of a Subordinate Factory, or Resident at any Aurung, a Successor be chosen, by Ballot, by the Members of our Board of Trade then resident at Calcutta; and in every Case where the Number of Votes shall be found equal, that the same be finally determined by drawing Lots.

10. That all Orders to the Aurungs, or to Subordinate Factories, be signed by at least Four Members of the Board of Trade residing at Calcutta.

11. It is our Order, that our Board of Trade assemble Twice in every Week; that Five Members, and not a less Number, do constitute a Board; that they regularly enter all their Proceedings upon Consultation, and all Dissents, if such shall at any Time be made by any Member of the said Board; together with all Letters received and sent in their Department: That Copies thereof, signed by the Members of the Board, be from Time to Time delivered to you, and by you transmitted to us, and Duplicates by the next Conveyance, as hath been usually practised by our President and Council respecting their Consultations and Proceedings. And that if the Board of Trade shall at any Time have particular Information or Remarks, which they shall think necessary to communicate to us, the same be transmitted by you: And we further direct, that you transmit, at the same Time, your Sentiments at large upon the Subject.

12. That in case of Sickness of the President, or of his being unavoidably prevented from attending at any Meeting of the Board of Trade, the senior Member who may then be present do take the Chair, and that the Board do thereupon proceed to the Dispatch of Business.

13. That there be paid to the President of our Board of Trade, *Two thousand Pounds Sterling per Annum*, and to each of the *other Members of* the said Board, One thousand Five hundred *Pounds per Annum*, by Quarterly Payments; which Sums are to be in lieu of Commission upon the Revenues, and in full for Salary, Diet Money, and every Emolument, except such Advantages as may arise from carrying on a legal Trade, and the usual Commission to the President on Coral and Diamonds, which we direct to be given to him.

14. We hereby direct, that you issue from Time to Time, to our Board of Trade, such Sums of Money as they shall require, in order to make the usual Advances to the Aurungs, and for all necessary Payments respecting the Company's Investment, or other Disbursements in their Department.

15. We direct, that in the Collection and Management of the Revenues, you continue such of our Servants as are, or have been employed with Reputation in that Department; and that you leave under the Direction of our Board of Trade those of our Servants whom they may report to you as skilled in the Provision of the Company's Investment.

16. When you take into Consideration the Salaries to be allowed to the Officers employed in the Revenue Department, we recommend the strictest Œconomy, and direct, that no greater Salaries be established, than the Importance of their several Stations may render necessary; which Salaries are to be deemed provisional only, until they shall have received our Approbation.

17. It is our Intention to consign all our Bengal Ships directly to you; but we shall make separate Invoices of such Parts of their Cargoes as may be intended for Sale, and consign the same to our Board of Trade; who are hereby directed to apply the Produce thereof towards the Provision of our Investment. Our Orders for Investments will be transmitted, through your Hands, to our Board of Trade; and if at any Time we should require an Investment larger than your Finances may enable them to furnish, you are to signify to the said Board of Trade what Diminution you may deem necessary, and direct them to limit their Purchases accordingly; but in all Transactions of this Nature, we shall hold you responsible for any Deviation from our Orders.

18. We empower and direct you to enquire, from Time to Time, into the Books, Correspondence, Accounts, and Proceedings, of our Board of Trade, in order that you may be fully informed of the Measures taken, and Provisions made, for lading our Ships with proper Cargoes for Europe, and for compleating such Cargoes in due Time; and that you communicate to us such Observations as may occur to you thereon; and particularly, if you should observe any Misconduct in their Department, that you inform us thereof by the earliest Opportunity.

19. If any Member of our Board of Trade shall appear to you guilty of Embezzlement of the Company's Money, or of Oppression, or of any other Breach of the Trust reposed in him by us, we direct, that you forthwith cause him to be prosecuted for the same in the Supreme Court of Judicature, to be established under the said Act of Parliament.

20. If any of the Company's Servants, Civil or Military (except the Members of our Board of Trade, whom we do not make liable to your Suspension) shall at any Time be suspended by you from the Execution of his Office, or any Vacancy shall happen by Resignation or Death, it is our Order and Direction, that the Person next in Rank, Office, or Rotation, be appointed to supply such Vacancy in our Civil or Military Service, until our Pleasure shall be known. We also further direct,

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that

that before the Removal of any Company's Servant from any Office, the Party be made acquainted, in Writing, with the Accusation preferred against him; that he be summoned to make his Defence, having a reasonable Time allowed him for that Purpose; and that you proceed, on all such Occasions, with the greatest Tenderness and Circumspection: And we further direct, that all such Charges made before you against any of our Servants in your Department, with all Proceedings thereon, be regularly entered upon your Consultations, and, with them, transmitted to us.

21. As it hath frequently happened in our Intercourse with the Native Manufacturers of Bengal, that, by Reason of Advances made to them at the Beginning, they have been largely indebted to us at the Close of the Season, it is our express Direction, that you afford effectual Assistance to our Board of Trade for obtaining full Payment of all outstanding Debts due from the Natives of Bengal to the Company, upon Application made by our Board of Trade to you for that Purpose.

22. And as the Agents of Foreign Companies, Free Merchants, and others, may greatly embarrass our Board of Trade in the Provision of our Investments, by obtaining from the Company's Manufacturers the Goods manufactured by Means of our Advances, we direct, that you forthwith form such Regulations as shall effectually guard our Property against Attempts of this Nature.

23. We direct, that so soon as possible after the Arrival of these our Orders and Instructions at Fort William, you summon Samuel Middleton, William Aldersey, John Reed, Philip Milner Dacres, Thomas Lane, James Lawrell, Henry Goodwin, John Graham, William Lambert, George Vansittart, and Nicholas Grueber, being our Eleven senior Civil Servants, to assemble within Thirty Days at Calcutta; and that you deliver to them an authenticated Copy of these our Instructions. And it is our Order, that our said Servants, immediately upon Receipt of such Copy, do forthwith proceed to carry into Execution such Parts as anyways relate to the Establishment or Conduct of a Board of Trade in Bengal.

24. Having thus communicated to you our Ideas on the Subject of the Company's Investments under the Direction of a Board of Trade, we most earnestly recommend, that you cordially unite with our Servants in that Department, and that you afford them every Assistance in your Power, in order to enable them to answer the essential Purposes intended by their Appointment.

25. As we have never permitted our Governor and Council, or our Select Committee in Bengal, to admit Europeans into our Service, unless by the Appointment of the Court of Directors, nor to license free Merchants, free Mariners, or others to reside in India, we expresly direct, that you do not, on any Account, or under any Pretence whatsoever, suffer any European to hold any Post, or to exercise any Office in our Service, Civil or Military, who shall not have been appointed or admitted into the Company's Service by the express Authority of the Court of Directors.

26. You will observe, that by the before-mentioned Act you are required to correspond with the Court of Directors from Time to Time, and constantly and diligently to transmit to them exact Particulars of all Advices or Intelligence, and of all Transactions and Matters, that shall come to your Knowledge, relating to the Government, Commerce, Revenues, or Interest of the Company; and that the Court of Directors are required, within Fourteen Days after the Receipt of any such Letters or Advices, to deliver in to the Lords of the Treasury, a Copy of such Parts of the said Letters or Advices as shall any way relate to the Management of the Company's Revenues; and in like Manner to deliver in to one of His Majesty's principal Secretaries of State, a Copy of all such Parts of the said Letters and Advices as shall any way relate to their Civil and Military Affairs and Government: In order, therefore, to enable us to comply with the Directions of the said Act, we hereby order and direct, that you transmit to us, by every Ship, an exact Copy, and a Duplicate by the next Conveyance, of all such Parts of your Letters and Advices as are by this Law directed to be delivered to the Lords of the Treasury, and to His Majesty's Secretary of State, respectively; and that every Copy and Duplicate be authenticated under the Hands of the Governor General and Council.

27. In your Correspondence with the Court of Directors, it is our Order, that the most regular and precise Intelligence be from Time to Time communicated, respecting the Commerce, the Number of Forces, and the general Strength of all Foreign Companies in India; and such Intelligence must, so far as it is practicable, be continued by every British Ship which shall sail for Europe.

28. Our Military Expences at Bengal having increased to a Degree which is become insupportable to us, we in an especial Manner enjoin you to make strict Enquiry into the Causes of such Increase, and particularly into the Number of Lascars, Draught Bullocks, and Boats, kept for the Use of the Army; into Contracts for supplying the Troops with Provisions; and into all contingent Charges: And we direct, that you forthwith retrench every superfluous Charge, and reduce every incidental Expence to the lowest Sum possible.

29. Having found it necessary to limit expresly the Charges of erecting, repairing, or compleating Fortifications, Barracks, and all other public Buildings in Bengal and its Dependencies, to the Annual Sum of One hundred thousand Pounds Sterling; and having given Orders to our Governor and Council to that Purpose, we hereby confirm our said Orders, and direct, that you, on no Account or Pretence whatever, permit more than the said Sum to be annually expended on the abovementioned Services; and that the keeping of our Fortifications and public Works in a defensible State and Condition, be first considered in the Expenditure thereof, until a further Reduction can take place, and that a very exact and particular Account of such Expenditure be transmitted to us by every Opportunity, with your Sentiments and Observations minutely on the State of the said Works and Fortifications.

30. As, in pursuance of the Act of Parliament, a Supreme Court of Judicature, consisting of a Chief Justice and Three other Judges, is intended to be erected at Fort William in Bengal, to exercise and perform all Civil, Criminal, Admiralty, and Ecclesiastical Jurisdiction at the said Pre-

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fidency, we direct, that upon the Establishment of such Court you give all necessary Assistance to the Judges; that you provide a Court House, and proper Offices for such Clerks and Ministerial Officers as shall be appointed by them. And when the Fees to be payable to the Officers of the Supreme Court are fixed, we direct, that you cause Tables thereof to be hung up in the most public Places, in the different Languages of the Country; that no Person take more than such Fees, upon Pain of being dismissed; and you will take into Consideration the Amount of those Fees, in approving the Salaries of the respective Officers; and you are to transmit to us, so soon as possible, a particular Account of such Salaries and Fees.

31. We direct, that you duly pay to the Governor General, to each of the Council, to the Chief Justice, and to each of the Judges, the several Salaries established by the said Act; observing at the same Time, that those ample Salaries, given to them by Parliament, are to be in lieu of all Fees of Office, Perquisites, Emoluments, or Advantages whatsoever, and therefore that we are not to be at any further Expence on their Account; and as the Officers of the Court are to be allowed such Salaries as shall be approved by the Governor General and Council, we recommend the strictest Frugality in that Respect, and direct, that no greater Allowances be made to any of them, than their respective Stations shall require.

32. But in Consideration of our Respect for Warren Hastings, Esquire, we direct, that he continue to enjoy our principal House, together with the Plate and Furniture, both in Town and Country, Rent Free; and that our President of the Board of Trade shall, in like Manner, have his Choice of the next best House belonging to the Company, without the Payment of any Rent.

33. As the Reduction of our Debt on Bond, or Interest Notes in Bengal, is of the utmost Consequence to our Prosperity, we recommend it to you to pay every Attention to this Object, consistent with the Safety and Protection of our Possessions, and with the Requisitions that shall be made to you for our Investments.

34. The Lands and Farms of the Provinces of Bengal, Bahar, and Orissa, having been already let by our Governor and Council, and chiefly upon Lease for a Term of Years, we have approved of the Conduct of our said Governor and Council in letting them: And in case it should happen, that any Lands or Farms fall to the Company before the Expiration of the Time for which they have been let, our Order is, that you advertise for Proposals, and proceed in the same Manner to re-let such Lands and Farms, as hath heretofore been done, to the highest Bidders, who may be able to give good Security for the Performance of their Engagements. And it is our Order and Direction, that no Forbearance of Rent be permitted when due, nor any Diminution or Abatement of Revenue made, until, upon full Representation to you of all Circumstances which may entitle any Farmer to Indulgence, the Collectors of Revenue shall have obtained your Licence for temporary Forbearance, or for the absolute Remission of any Part of our Rents or Revenues: And we also direct, that such License do specify the Reason for every Indulgence or Remission, the Name of the Person to whom made, the gross Amount of the Farm rented, and the specific Sum or Sums received for or in lieu of the Whole. And it is our further Pleasure, that a regular Account be kept of all Sums finally remitted to Renters, and that you transmit such Account to us annually, under the Head of, Abatements to Farmers, accompanied with the general Rent Roll of the Provinces for the Year in which such Abatements may be made.

35. We direct, that you immediately cause the strictest Enquiry to be made into all Oppressions which may have been committed, either against the Natives or Europeans, and into all Abuses that may have prevailed in the Collection of the Revenues, or any Part of the Civil Government of the Presidency; and that you communicate to us all Information which you may be able to obtain relative thereto, or to any Dissipation or Embezzlement of the Company's Money; and that you, so soon as possible, form such Regulations as shall seem most effectual for the Remedy thereof, and for regulating the Police of the Country, paying the greatest Attention therein to the Protection and Welfare of the Natives, and to His Majesty's European Subjects, as well as to the Interest of the Company.

36. As all the Company's Business which can conveniently be performed by Contract, is so performed in Bengal, we have only to direct, that all Contracts, with the Conditions, be publicly advertised, and sealed Proposals received for the same; that every Proposal be opened in Council, and the Preference given to the lowest, provided sufficient Security shall be offered for Performance. And that all such Proposals, with all Proceedings thereon, be entered in a Book to be kept apart for that Purpose, and regularly transmitted to us.

37. In transacting the Business of your Department, it is our Order, that you enter, with the utmost Perspicuity and Exactness, upon Consultations or Minutes of Council, all your Proceedings whatsoever, and all Dissents, if such should at any Time be made by any Member of your Board, together with all Letters received and sent in the Course of your Correspondence; and that broken Sets of all such Proceedings, to the latest Period possible, be transmitted to us by every Ship, a compleat Set at the End of every Year, and a Duplicate by the next Conveyance.

38. We direct, that all Monies which may arise from our Revenues, or be received by you on our Account, be secured under Three Locks, as usual; that the Keys be kept by the Governor General, and such other Members of Council as you shall appoint, who shall be a Committee of Treasury: That exact Particulars of all Monies paid into our Treasury, be first regularly entered on your Consultations, specifying from whom received, and on what Account; and that all Issues of Money from our said Treasury, be made by Warrant under your Hands, directed to the Committee of Treasury, and not otherwise. That all Applications for Money be made to you in Writing; and that all Paymasters, and other Persons, who may apply for Money in Advance,

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vance, do, at the same Time, specify whether they have any of the Company's Money in Hand, and to what Amount, and also the particular Services to which the Money applied for is intended to be appropriated; and it is our express Order, that no Advance be made from the Treasury, upon any Application which shall be deficient in any of the Circumstances above-mentioned: And we direct, that the Committee of Treasury prepare exact Accounts monthly, of all Monies received and issued by that Board; that the Monies in the Treasury be viewed monthly by those Members of the Council who may not be of the Committee of Treasury; and that they compare the Cash in the Treasury with the Balance of the said Committee's Accounts, and report their Proceedings to the Council at large: And we also direct, that the said Accounts, and Copies of all Receipts and Warrants, be transmitted to us by every Opportunity, for our Information.

39. It is also our express Direction, that you not only strictly attend to the Standing Orders of the Company, communicated to their Presidency of Fort William, but to all such Orders and Instructions as the Court of Directors have transmitted to the Governor and Council, or Select Committee of the said Presidency, and in an especial Manner to those which any ways relate to forming proper Statements of our Revenues, and to the keeping of our Treasury Accounts; and if any of our Orders remain unexecuted, you are to take Care that the same be carried into Execution, in every Instance wherein they have not been annulled by the before-mentioned Act of Parliament, or superseded by our present Orders and Instructions.

APPENDIX, Nº 1. B.

EXTRACT of Bengal Select Consultations, 14th December 1760.

THE President lays before the Committee, the following Extract of a Letter received from Colonel Caillaud:

"Ensign Stables's Conduct, as an Officer, in the late Affair against the Carrackpore Rajah, deserves "much Praise; and it is so much to his Advantage, that I must give you a short Detail of it, from "which I am persuaded you will think he deserves public Thanks.

"The Rajah's Buxey came and encamped with 2000 Horse and Foot, within a Coss and Half of "Mongeer. Stables had with him Three Companies of Sepoys, the Nabob's Europeans and "Topasses, about 50 or 60, and our Mogul Horse, about 200; with these he set out about One "o'Clock of the Morning, and attacked the Rajah's Camp: He met there with some Loss, as he "was obliged to force a Caruer and some Intrenchments; when he got in, he soon drove them, "and killed them about 100 Men. The Day by this began to break, and finding his People in "Spirits, and desirous to follow his Blow, he marched after them the Road to Carrackpore; within "a Coss or Two of the Village, the Rajah himself came out with a fresh Reinforcement, rallied "the Runaways, and presented a fair Battle to Stables on the Plain. On this Stables formed his "small Body, made a very pretty Disposition, by which he took the Rajah's Army in Flank, and "once more put them to the Rout. Encouraged by this further Success, he followed them to the "Village, where they again rallied, and made a very obstinate Defence at the Rajah's House, "where he met with his greatest Loss, but where he compleated his Victory, by a vigorous and "bold Push. The Enemy then run in earnest, and left him Master of the Place, which he had "reduced to Ashes, and returned the next Morning to Mongeer, after a Day of no small Fatigue, "having marched Twelve Coss, and engaged the Enemy Three Times. There is not less Merit "in his Action, than Modesty in his telling it: He only came out last Year a Volunteer to "Madras, and I brought him down to Bengal. A Paragraph in a General Letter, to his Advantage, "and desired to be communicated to him by the Commanding Officer of the Army, is, I think, "his just Reward, and will stimulate others to deserve by their Behaviour such pleasing Marks of "public Approbation."

EXTRACT of the Committee's Letter to General Caillaud.

The Account you have given us of Ensign Stables's Conduct against the Carrackpore Rajah, has afforded us very great Satisfaction: We therefore desire that he may publicly be acquainted, that his gallant and prudent Behaviour most justly merits our Applause; and that we will not fail to represent it to our honourable Employers in its proper Colours.

EXTRACT of the Company's General Letter to Bengal, dated the 19th February 1762.

Par. 99. It would be Injustice not to take Notice of Ensign Stables's prudent Conduct and gallant Behaviour against the Carrackpore Rajah, as it is related in your select Diary, under Date of the 14th December. As you yourselves have a just Sense of his Merit, we shall expect to hear you give him all fitting Encouragement.

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PROCEEDINGS of the Court of Directors relative to the Appointment of John Stables, Esquire, to the Supreme Council of Bengal.

At a Court of Directors, held on Wednesday the 15th August 1781.

The Court proceeding to the Appointment of a Member of the Supreme Council in Bengal, in the Room of Philip Francis, Esquire;

Letter from Mr. Francis at Saint Helena, dated the 29th March last, was read.

It was then, on a Motion,

Resolved by the Ballot, That this Court do nominate and appoint John Stables, Esquire, to succeed to the Office in the Council of Fort William in Bengal, (established by the Act of the 13th Year of His present Majesty, and continued by the Act of the 21st Year of His said Majesty) vacant by the Resignation of Philip Francis, Esquire, if such Nomination shall be approved by His Majesty.

Resolved, That a Memorial and Petition be presented to His Majesty, praying that His Majesty will be pleased to signify His Consent, under His Majesty's Sign Manual, as is by the said Act required, that John Stables, Esquire, may be appointed to succeed to the Office vacant in the said Council by the Resignation of Philip Francis, Esquire.

The Chairman having acquainted Mr. Stables, that the Court had appointed him a Member of the Supreme Council in Bengal;

Mr. Stables, in his Place, expressed his Gratitude for the Honour he had received; and promised to exert his best Abilities for the Company's Advantage, should His Majesty be graciously pleased to approve of the Court's Nomination.

MEMORIAL and Petition of the Court of Directors of the East India Company, to the King.

To the King's Most Excellent Majesty,

The Memorial and Petition of the Court of Directors of the United Company of Merchants of England, trading to the East Indies,

Most humbly shew,

That by an Act of Parliament, made in the Thirteenth Year of Your Majesty's Reign, intituled, "An Act for establishing certain Regulations for the better Management of the Affairs of the "East India Company, as well in India as in Europe," it was (amongst other Things) Enacted, That for the Government of the Presidency of Fort William in Bengal, there should be appointed a Governor General and Four Counsellors, who are thereby invested with such Powers and Authorities as in the said Act are mentioned. And it was further Enacted, That Warren Hastings, *Esquire, should be the First Governor General*, and that Lieutenant General John Clavering, the Honourable George Monson, Richard Barwell, and Philip Francis, Esquires, should be the Four First Counsellors, and that they, and each of them, should have, hold, and continue in his and their respective Offices, for and during the Term of Five Years, from the Time of their Arrival at Fort William in Bengal, and taking upon them the Government of the said Presidency, and should not be removable in the mean Time, except by Your Majesty, upon Representation made by the Court of Directors of the said Company for the Time being; and in case of the Avoidance of the Office of such Governor General, by Death, Resignation, or Removal, his Place should, during the Remainder of the Term aforesaid, as often as the Case should happen, be supplied by the Person of the Council who stood next in Rank to such Governor General; and in case of the Death, Removal, Resignation, or Promotion of any of the said Council, the Directors of the said United Company were thereby impowered, for and during the Remainder of the said Term of Five Years, to nominate and appoint, by and with the Consent of Your Majesty, to be signified under Your Majesty's Sign Manual, a Person to succeed to the Office so become vacant in the said Council.

That at the Time of passing the said Act, the said Warren Hastings and Richard Barwell were in Bengal, and the said John Clavering, George Monson, and Philip Francis, were in England.

That the said John Clavering, George Monson, and Philip Francis, arrived at Fort William in Bengal aforesaid, on or about the Twentieth Day of October One thousand Seven hundred and Seventy-four, and thereupon they, and the said Warren Hastings and Richard Barwell, took upon them the respective Offices of Governor General and Council of the said Presidency, to which they were appointed by the said Act of Parliament as aforesaid.

That the said George Monson afterwards died, and thereupon Edward Wheler, Esquire, was duly appointed to supply the Vacancy which happened in the said Council thereby.

That the said Lieutenant General John Clavering (afterwards Sir John Clavering, Knight of the most honourable Order of the Bath) also died, and Lieutenant General Sir Eyre Coote (Knight of the most honourable Order of the Bath) was duly appointed to supply the Vacancy which happened in the said Council thereby.

That by an Act of Parliament, passed in the Nineteenth Year of Your Majesty's Reign, it was (amongst other Things) Enacted, That so much of the aforesaid Act, intituled, "An Act for establishing certain Regulations for the better Management of the Affairs of the East India Com-"pany,

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" pany, as well in India as in Europe," as would have expired in the Course of that Year, should be continued for another Year; and the said last-mentioned Act was, by another Act of Parliament passed in the Twentieth Year of Your Majesty's Reign, further enlarged for the Space of One Year.

That the said Richard Barwell afterwards resigned his Seat in the said Council of the said Presidency, and John Macpherson, Esquire, was duly appointed to supply the Vacancy which happened in the said Council thereby.

That by a certain Act of Parliament, made and passed in the Twenty-first Year of Your Majesty's Reign, intituled, " An Act for establishing an Agreement with the United Company of Merchants of England, trading to the East Indies, for the Payment of the Sum of Four hundred thousand " Pounds for the Use of the Public, in full Discharge and Satisfaction of all Claims and Demands " of the Public, from the Time the Bond Debt of the said Company was reduced to One Million " Five hundred thousand Pounds, until the First Day of March One thousand Seven hundred and " Eighty-one, in respect of the territorial Acquisitions and Revenues lately obtained in the East Indies; " and also for securing to the Public, in respect thereof, for a Term therein mentioned, a certain " Part or Proportion of the clear Revenue and Profits of the said Company, and for granting to the " said Company for a further Term, the sole and exclusive Trade to and from the East Indies, and " Limits therein mentioned, and for establishing certain Regulations for the better Management of " the Affairs of the said Company, as well in India as in Europe, and the recruiting the Military " Force of the said Company;" after reciting, as therein is recited, it is among other Things Enacted, That the Person and Persons who, at the Time of passing the said last-mentioned Act, should have and enjoy the Office and Offices of Governor General and Counsellors of the said Presidency, should hold and continue in his and their respective Offices for and during the Continuance of the said last-mentioned Act, and should not be removeable in the mean Time, except by Your Majesty, Your Heirs and Successors, upon Representation made by the Court of Directors of the said United Company, and should have and enjoy all and singular the Powers and Authorities vested by the said Act in the First Governor General and Four First Counsellors by the said Act appointed, and should be subject to the same Restrictions and Limitations as by the said Act the First Governor General and First Four Counsellors were made subject; and that in case of the Avoidance of the Offices of such Governor General, or any of the Counsellors, such Office should be respectively supplied in the same Manner as the same Office would by the said Act have been supplied during the Remainder of the said Term of Five Years, which was computed from the Time that the First Governor General and Four First Counsellors took upon them the Government of the said Presidency.

That Philip Francis, Esquire, hath resigned his Seat in the said Council at the said Presidency, and hath signified such his Resignation to your Petitioners, by a Letter wrote by him, and dated from Saint Helena, 29th March last.

That your Petitioners are desirous that John Stables, Esquire, should succeed to the said Vacancy which hath happened in the said Council of the said Presidency of Fort William in Bengal, by the Resignation of the said Philip Francis; and thereupon the said Court of Directors, by Warrant or Commission under their Hands, bearing Date this Day, have nominated and appointed the said John Stables to succeed to the Office in the said Council, so become vacant by the Resignation of the said Philip Francis.

Your Petitioners therefore most humbly pray, Your Majesty will be pleased to signify such Consent by Your Majesty's Royal Sign Manual, as by the said Act is required, to the said Appointment of the said John Stables, to be One of the Council of the said Presidency, as aforesaid,

And your Petitioners shall ever pray.

22 August 1781.

Joseph Sparkes,
John Smith,
John Townson,
L. Darrell,
John Hunter,
John Roberts,
Richard Hall,
James Moffat,
Henry Savage,

Lawrence Sulivan, Chairman,
Willm James Depy Chairman,
George Cuming,
George Tatem,
John Manship,
Thos Cheap,
Willm George Freeman,
Francis Baring,
John Harrison.

His Majesty's Approbation of the Appointment of John Stables, Esquire, as Member of the Supreme Council in Bengal.

(Copy.)

GEORGE R.

George the Third, by the Grace of God King of Great Britain, France, and Ireland, Defender of the Faith, &c.—To all to whom these Presents shall come, Greeting:—Whereas by an Act of Parliament, made in the Thirteenth Year of Our Reign (and continued by an Act of Parliament made in the Nineteenth Year of Our Reign, and also by an Act of Parliament made in the Twen-

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tith Year of Our Reign) intituled, "An Act for establishing certain Regulations for the better "Management of the Affairs of the East India Company, as well in India as in Europe," it was among other Things enacted, That for the Government of the Presidency of Fort William, in Bengal, there should be appointed a Governor General and Four Counsellors: And whereas by a certain Act of Parliament, made and passed in the Twenty-first Year of Our Reign, it is among other Things enacted, That the Person and Persons, who at the Time of the passing the said last-mentioned Act should have and enjoy the Office and Offices of Governor General and Counsellors of the said Presidency, should hold and continue in his and their respective Offices for and during the Continuance of the said last-mentioned Act, and should not be removeable in the mean Time, except as is therein excepted:

John Stables, Esquire—Approbation.

And whereas the Place and Office of One of the Counsellors of the said Governor General and Council of the Presidency of Fort William in Bengal, is become vacant, as it is said, by the Resignation of Philip Francis, Esquire, one of the Counsellors constituted and continued by the aforesaid Acts; and the Court of Directors of the United Company of Merchants of England trading to the East Indies, hath thereupon, by virtue of the Power conferred upon the said Court by the said Acts, nominated and appointed John Stables, Esquire, to succeed to the said Office, so become vacant in the said Council, and hath humbly besought Us, that We would vouchsafe to consent unto and approve such their Nomination and Appointment: Now We, having especial Trust and Confidence in the Loyalty and Ability of the said John Stables, have thought fit to consent unto and approve of such their Nomination and Appointment; and We do hereby, according to the Power reserved unto Us, in and by the said Acts, for Us, our Heirs, and Successors, consent unto, approve, and confirm the said Nomination and Appointment of him the said John Stables to be one of the said Counsellors, in the Place and Stead of the said Philip Francis as aforesaid. Given at our Court at St. James's, the First Day of September 1781, in the Twenty-first Year of Our Reign.

By His Majesty's Command,

Stormont.

APPENDIX, N° 2.

PAPERS relative to the Nomination of Messrs. Stuart and Sulivan, to succeed to Vacancies in the Supreme Council.

At a Court of Directors held on Wednesday the 15th August 1781;

It was, on separate Motions,

RESOLVED by the Ballot, That this Court do nominate and appoint the honourable Charles Stuart to succeed to the First Vacancy, and Stephen Sulivan, Esquire, to succeed to the Second Vacancy, which shall happen in the Council of Fort William in Bengal (established by the Act of the 13th Year of His present Majesty, and continued by the said Act of the 21st Year of His said Majesty) if such Nomination shall be approved by His Majesty.

Resolved, That a Memorial and Petition be presented to His Majesty, praying, that His Majesty will be pleased to signify His Consent under His Majesty's Sign Manual, that the honourable Charles Stuart and Stephen Sulivan, Esquire, may be appointed so to succeed, whenever Vacancies shall happen in the said Council.

At a Court of Directors, held on Wednesday the 19th September 1781;

The Court's Appointment of the honourable Charles Stuart and Stephen Sulivan, Esquire, to succeed to Vacancies in the Supreme Council: Also,

Petition praying His Majesty would confirm the said Appointment, were read, approved, and signed.

To all to whom these Presents shall come. We the underwritten, being Directors for the Affairs of the United Company of Merchants of England trading to the East Indies, send Greeting: Whereas in and by a certain Act of Parliament, made and passed in the 13th Year of the Reign of His present Majesty, intituled, "An Act for establishing certain Regulations for the better Management of the Affairs of the East India Company, as well in India as in Europe," it was, amongst other Things, Enacted, That for the Government of the Presidency of Fort William in Bengal, there should be appointed a Governor General and Four Counsellors; who were thereby invested with such Powers and Authorities as in the said Act are mentioned: And by the said Act, the First Governor General and the Four first Counsellors of the said Presidency were named, who were

were to hold and continue in his and their respective Offices for and during the Term of Five Years, from the Time of their Arrival at Fort William in Bengal, and taking upon them the Government of the said Presidency, and were not to be removable in the mean Time, except by His Majesty, His Heirs and Successors, upon Representation made by the Court of Directors of the said United Company for the Time being. And in case of the Death, Removal, Resignation, or Promotion of any of the said Council, the Directors of the said United Company were thereby empowered, for and during the Remainder of the said Term of Five Years, to nominate and appoint, by and with the Consent of His Majesty, His Heirs and Successors, to be signified under His or their Sign Manual, a Person to succeed to the Office so become vacant in the said Council. And whereas by a certain Act of Parliament, made and passed in the 21st Year of His present Majesty's Reign, intituled, "An Act for establishing an Agreement with the United Company of Merchants of "England trading to the East Indies, for the Payment of the Sum of £.400,000 for the Use of "the Public, in full Discharge and Satisfaction of all Claims and Demands of the Public, from "the Time the Bond Debt was reduced to £.1,500,000 until the 1st Day of March 1781, in re-"spect of the Territorial Acquisitions and Revenues lately obtained in the East Indies; and also "for securing to the Public, in respect thereof, for a Term therein mentioned, a certain Part "or Proportion of the clear Revenues and Profits of the said Company; and for granting "the said Company, for a further Term, the sole and exclusive Trade to and from the "East Indies and Limits therein mentioned; and for establishing certain Regulations for "the better Management of the Affairs of the said Company, as well in India as in Europe, "and the recruiting the Military Forces of the said Company," it was, amongst other Things, Enacted, That the Person and Persons who, at the Time of passing the said last-mentioned Act, should have and enjoy the Office and Offices of Governor General and Counsellors of the said Presidency, should hold and continue in his and their respective Offices for and during the Continuance of the said Act now in Recital, and should not be removable in the mean Time, except by His Majesty, His Heirs and Successors, upon Representation made by the Court of Directors for the said United Company for the Time being, and should have and enjoy all and singular the Powers and Authorities vested by the said Act in the First Governor General and Four First Counsellors, by the said Act appointed, and should be subject to the same Restrictions and Limitations as by the said Act the First Governor General and Four First Counsellors were made subject; and that in case of the Avoidance of the Office of such Governor General, or any of the said Counsellors, such Office should be respectively supplied in the same Manner as the same Office would by the said Act have been supplied, during the Remainder of the Term of Five Years, which was computed from the Time that the First Governor General and Four First Counsellors took upon them the Government of the said Presidency. And by the said Act, after reciting that it might be inconvenient to suffer the Office of a Counsellor of the said Presidency of Fort William in Bengal to remain vacant till the same could be supplied in England after the Advice of such Vacancy; it was therefore Enacted, That it should be lawful for the Directors of the said Company, and they were thereby empowered, from Time to Time, to nominate and appoint, by and with the Consent of His Majesty, His Heirs and Successors, to be signified under his or their Sign Manual, One or Two Persons, to succeed respectively to the Office of a Counsellor of the said Presidency of Fort William in Bengal, whenever a Vacancy should happen in that Office, by any of the Ways in the said recited Act mentioned, and to declare which of the said Two Persons should first succeed to the said Office of a Counsellor; and upon the First Vacany of that Office, the said Persons respectively should succeed thereto accordingly, and have all and every the Powers and Authorities of a Counsellor of the said Presidency of Fort William in Bengal, in like Manner as if he had been appointed thereto after a Vacancy had happened; as by the said recited Acts may more at large appear. And whereas, according to the latest Advices received, Warren Hastings, Esquire, was then Governor General of the said Presidency of Fort William in Bengal, and Lieutenant General Sir Eyre Coote, Knight of the most honourable Order of the Bath, Edward Wheler, Esquire, and John Macpherson, Esquire, were then Counsellors of the said Presidency, and John Stables, Esquire, hath been lately appointed to be One of the Counsellors of the said Presidency, in the room of Philip Francis, Esquire, who hath resigned the Office of one of the said Counsellors; which said Office the said John Stables is to take upon him, hold, and enjoy, from the Time of his Arrival at Fort William in Bengal: And whereas the Court of Directors of the said United Company think it expedient, and are desirous, that Two other Persons should be appointed to succeed respectively to the Office of a Counsellor of the said Presidency: Now know ye, That we, reposing especial Trust and Confidence in the Fidelity, Prudence, Justice, and Circumspection, of the honourable Charles Stuart, and Stephen Sulivan, Esquire, have nominated and appointed, and by these Presents (pursuant to the Power vested in us, as Directors of the said United Company, in and by the said last-recited Act of Parliament) do nominate and appoint, the said Charles Stuart and Stephen Sulivan to succeed respectively to the Office of a Counsellor of the said Presidency of Fort William in Bengal, upon any Vacancy which hath happened since the Resignation of the said Philip Francis, or hereafter shall happen in that Office, by any of the Ways in the said First-recited Act mentioned: And we do declare, that the said Charles Stuart (if he shall then be living) shall first succeed to the said Office of a Counsellor of the said Presidency, and the said Stephen Sulivan shall succeed to the next Vacancy; and in case the said Charles Stuart shall happen to die before any Vacancy shall happen, then the said Stephen Sulivan shall succeed to the First Vacancy. And we do hereby declare, That from the Time the said Charles Stuart,

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Stuart and Stephen Sulivan shall respectively take upon them the said Office of a Counsellor of the said Presidency, they shall respectively have and enjoy the Salary thereunto belonging. And we do hereby authorize and empower the said Charles Stuart and Stephen Sulivan respectively, from the Time of their taking the said Office of a Counsellor of the said Presidency upon them, to do, execute, consent to, transact, and perform, all and every the Business and Affairs of the said United Company, as one of the Counsellors of the said Presidency, in such Manner and Form, and subject to such Order and Controul, as in the said recited Acts of Parliament are respectively mentioned. In Witness whereof we have hereunto set our Hands this 19th Day of September, in the 21st Year of the Reign of His Most Excellent Majesty King George the Third, by the Grace of God of Great Britain, France, and Ireland King, Defender of the Faith, and so forth, and in the Year of our Lord, 1781.

Henry Savage,	Lawrence Sulivan, Chairman,
Fran. Baring,	William James, Deputy D°.
J° Townson,	John Hunter,
W^m Geo. Freeman,	John Harrison,
Ja° Moffat,	Thomas Cheap,
Joseph Sparkes,	Ben. Booth,
R. Hall,	John Roberts,
Rob^t Gregory,	L. Darell,
W^m Mills, jun^r.	George Tatem.

To the King's most Excellent Majesty,

The Memorial and Petition of the Court of Directors of the United Company of Merchants of England trading to the East Indies,

Most humbly shew,

That in and by a certain Act of Parliament, made and passed in the Thirteenth Year of Your Majesty's Reign, intituled, "An Act for establishing certain Regulations for the better Management of the Affairs of the East India Company, as well in India as in Europe," it was, amongst other Things, Enacted, That for the Government of the Presidency of Fort William in Bengal, there should be appointed a Governor General and Four Counsellors, who were thereby invested with such Powers and Authorities as in the said Act are mentioned; and by the said Act, the First Governor General and the Four First Counsellors of the said Presidency were named, who were to hold and continue in his and their respective Offices for and during the Term of Five Years, from the *Time of their Arrival* at Fort William in Bengal, and taking upon them the Government of the said Presidency; and were not to be removable in the mean Time, except by Your Majesty, Your Heirs and Successors, upon Representation made by the Court of Directors of the said United Company for the Time being: And in case of the Death, Removal, Resignation, or Promotion of any of the said Council, the Directors of the said United Company were thereby empowered, for and during the Remainder of the said Term of Five Years, to nominate and appoint, by and with the Consent of Your Majesty, Your Heirs and Successors, to be signified under Your Majesty's or their Sign Manual, a Person to succeed to the Office so become vacant in the said Council.

That by a certain Act of Parliament, made and passed in the Twenty-first Year of Your Majesty's Reign, intituled, "An Act for establishing an Agreement with the United Company of "Merchants of England trading to the East Indies, for the Payment of the Sum of £. 400,000 for "the Use of the Public, in full Discharge and Satisfaction of all Claims and Demands of the "Public, from the Time the Bond Debt of the said Company was reduced to £. 1,500,000 until "the 1st Day of March 1781, in respect of the Territorial Acquisitions and Revenues lately "obtained in the East Indies; and also for securing to the Public, in respect thereof, for a Term "therein mentioned, a certain Part or Proportion of the clear Revenues and Profits of the said "Company; and for granting to the said Company, for a further Time, the sole and exclusive Trade "to and from the East Indies, and Limits therein mentioned; and for establishing certain Re-"gulations for the better Management of the Affairs of the said Company, as well in India as in "Europe, and the recruiting the Military Forces of the said Company;" it was, amongst other Things, Enacted, That the Person and Persons who, at the Time of passing the said last-mentioned Act, should have and enjoy the Office and Offices of Governor General and Counsellors of the said Presidency, should hold and continue in his and their respective Offices for and during the Continuance of the said Act now in recital, and should not be removable in the mean Time, except by Your Majesty, Your Heirs and Successors, upon Representation made by the Court of Directors of the said United Company for the Time being, and should have and enjoy all and singular the Powers and Authorities vested by the said Act in the First Governor General and Four First Counsellors, by the said Act appointed, and should be subject to the same Restrictions and Limitations as by the said Act the First Governor General and Four First Counsellors were made subject: And that in case of the Avoidance of the Office of such Governor General, or any of the

 said

said Counsellors, such Office should be respectively supplied in the same Manner as the same Office would by the said Act have been supplied, during the Remainder of the Term of Five Years, which was computed from the Time that the First Governor General and Four First Counsellors took upon them the Government of the said Presidency. And by the said Act, after reciting that it might be inconvenient to suffer the Office of a Counsellor of the said Presidency of Fort William in Bengal to remain vacant till the same could be supplied in England after the Advice of such Vacancy, it was therefore Enacted, That it should be lawful for the Directors of the said Company, and they were thereby empowered, from Time to Time, to nominate and appoint, by and with the Consent of Your Majesty, Your Heirs and Successors, to be signified under Your Majesty's or their Sign Manual, One or Two Persons to succeed respectively to the Office of a Counsellor of the said Presidency of Fort William in Bengal, whenever a Vacancy should happen in that Office, by any of the Ways of the said recited Act mentioned, and to declare which of the said Two Persons should first succeed to the said Office of a Counsellor; and upon the First Vacancy of that Office the said Persons respectively should succeed thereunto accordingly, and have all and every the Powers and Authorities of a Counsellor of the said Presidency of Fort William in Bengal, in like Manner as if he had been appointed thereto after a Vacancy had happened; as by the said recited Acts may more at large appear.

That according to the latest Advices received, Warren Hastings, Esquire, was then Governor General of the said Presidency of Fort William in Bengal, and Lieutenant General Sir Eyre Coote, Knight of the most noble Order of the Bath, Edward Wheler, Esquire, and John Macpherson, Esquire, were then Counsellors of the said Presidency, and John Stables, Esquire, hath been lately appointed to be one of the Counsellors of the said Presidency, in the room of Philip Francis, Esquire, who hath resigned the Office of one of the said Counsellors; which said Office the said John Stables is to take upon him, hold, and enjoy, from the Time of his Arrival at Fort William in Bengal.

That your Petitioners are desirous, and think it expedient, that Two other Persons should be appointed to succeed respectively to the Office of a Counsellor of the said Presidency; and thereupon your Petitioners (pursuant to the Power vested in them as Directors of the said United Company in and by the said last recited Act of Parliament) by a certain Warrant or Commission under their Hands, bearing Date this Day, have nominated the honourable Charles Stuart and Stephen Sulivan, Esquire, to succeed respectively to the Office of a Counsellor of the said Presidency of Fort William in Bengal, upon any Vacancy which hath happened since the Resignation of the said Philip Francis, or which hereafter may happen in that Office by any of the Ways in the said First recited Act mentioned: And your Petitioners did thereby declare, that the said Charles Stuart (if he should then be living) should first succeed to the said Office of Counsellor of the said Presidency, and the said Stephen Sulivan should succeed to the next Vacancy; and in case the said Charles Stuart should happen to die before any Vacancy should happen, then the said Stephen Sulivan should succeed to the First Vacancy.

Your Petitioners, therefore, most humbly pray Your Majesty will be graciously pleased to signify such Consent by Your Majesty's Royal Sign Manual, as by the said last-mentioned Act is required, to the said Appointment of the said Charles Stuart and Stephen Sulivan respectively, to succeed to the Office of a Counsellor of the said Presidency, in Manner aforesaid.

And your Petitioners shall ever pray, &c.

Hen^y Savage,	Lawrence Sulivan, Chairman,
Fran. Baring,	William James, Deputy D°.
Jn° Townson,	John Hunter,
W^m Geo. Freeman,	John Harrison,
Joseph Sparkes,	Thomas Cheap,
Ja^s Moffatt,	Ben. Booth,
R^d Hall,	John Roberts,
Rob^t Gregory,	L. Darell, Jun^r.
William Mills, Jun^r.	George Cuming.

APPENDIX, N° 3. A.

PAPERS relative to Mr. Charles Stuart having received Presents from the Ranny of Burdwan.

EXTRACT of the Revenue Letter from Bengal, dated the 21st March 1775.

Par. 28. HAVING received from Bridjoo Kissore a Petition, praying for an Examination to be made into the Charges preferred against him by the Ranny of Burdwan, we transmitted it to her, and required that she should make good her specific Charges against him, within the limited Time of

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of Thirty Days, or we should proceed to his Acquittal: We also informed her, that unless she should be able to give some satisfactory Reasons for having expressed her Apprehensions of her own and her Son's Life, we should think little Credit was to be given to any other Part of his Petition.

29. She accordingly presented to us a Letter, accompanied with sundry Accounts, specifying Embezzlements, and that Sums had unjustly been paid away by Bridjoo Kissore, to sundry of the Company's principal Servants and others therein mentioned. These Papers are entered at large on our Proceedings, together with our Reasons for deputing Mr. Elliot, the Superintendant of the Khalsa Records, to the Ranny, immediately to ascertain the Originality of them.

30. His Report is also entered, together with our several Opinions and Debates on this Subject; and as our further Resolutions are also recorded at large, and too voluminous to be particularized in this Address, we must refer you to them; observing only, that the Board being of Opinion that the Ranny's Request to have a Day fixed for herself, the Rajah, and her Servants to receive the Khelaut, which the Board understood to be customary, might be complied with, the Governor General deeming it an Indignity offered to him, declared he would not summon a Council for that Purpose.

31. A Debate arising upon this Declaration, the Governor General gave it as his Opinion, that he had the sole Authority of summoning and dissolving the Meetings of the Council, and the Majority were of a contrary Opinion.

32. The Board resolving to call before them Bridjoo Kissore and Roopnarain Chowdry, the Governor General declared that he dissolved the Meeting of the Board, and that he would not acknowledge the Proceedings of the Members in his Absence to be legal; but the remaining Members being of Opinion that this Declaration expressed nothing but the single Opinion of the Governor General, continued to sit, and on his withdrawing voted General Clavering, the Senior Member present, into the Chair.

38. Adjudging, for several Reasons that are set forth in a Minute from Colonel Monson, that Bridjoo Kissore had been an unworthy and unthrifty Servant to the Rajah of Burdwan, and an improper Person to be employed by the Company, or to hold any Office of Confidence near the Rajah, we resolved to dismiss him from the Rajah's Service, and to permit the Ranny to appoint such Persons as she might think proper for the Superintendance of the Rajah's Education, or his Houshold.

39. The Rajah of Burdwan attending, agreeably to the former Resolutions of the Board, to receive the Investiture, he was accordingly presented with it by General Clavering, then in the Chair as eldest Member present. And having communicated to the Rajah the Resolutions we had taken of dismissing Bridjoo Kissore from his Service, we directed our Secretary to wait on the Ranny, and deliver to her our Recommendation of Lolla Coshall Chund and Roopnarain Chowdry, presenting her at the same Time with the Dresses allotted for herself and her Servants; who having given him a Nuzzer of Nine Gold Mohurs, as a Token of Respect to the Board, he delivered it to us, and we have ordered it to be paid into the Khalsa Treasury with those which had been presented by the Rajah.

EXTRACT of the Revenue Letter from Bengal, dated 16th May 1775.

Par. 45. In these separate Proceedings you will also find recorded the particular Accounts which have been delivered on Behalf of the Ranny of Burdwan, of the Embezzlements before pointed out to your Notice, in the 29th Paragraph of our Letter by the Anson.

EXTRACT of the separate Proceedings of the Governor General and Council, in their Revenue Department, 12th May 1775.

Read the following Petition and Inclosures from the Vackeel of the Rajah of Burdwan:

To the honourable Warren Hastings, Esquire, President and Governor, &c. Council of Revenue.

Honourable Sir and Sirs,

I beg Leave to inclose the following Papers, which are all the Accounts of Embezzlements, which the Peishkar Roopnarain Chowdry has been hitherto able to make out from Bridjoo Kissore's Books, or rather Leaves. In order to bring the Burdwan Transactions under one Point of View, I have brought into these Accounts, what I formerly delivered into Consultation on the 10th March last.

3. An Account, Particulars of Money unjustly taken by Mr. Stuart during the Time of his Residence at Burdwan, from the Month of Assar 1175 to Jait of the Year 1180, Bengal Style.

11. An Account of Money unjustly taken by Collipersaud Bose, Banian to the honourable Charles Stuart, Esquire, at Burdwan, thro' the Means of Bridjoo Kissore Roy, from Bengal Year 1175 to 1181 following.

The

The PARTICULARS of the Money unjustly taken by Mr. Stuart, during the Time he was at Burdwan, from the Month of Assar, in Bengal Year 1175 to the Month of Justey, Bengal Year 1180.

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The PARTICULARS of the Money unjustly taken by Mr. Stuart, during the Time he was at Burdwan, from the Month of Assar, in Bengal Year 1175 to the Month of Justey, Bengal Year 1180.

1175. From 26 to 31 Assar, — —	Received by Mr. Stuart, through the Hands of Rammoo Pordar, Provincial Cash Keeper, —				800 — —	
— 16 — 19 Justy, — —	D° D° as above — — — — — — —				10,000 — —	10,800 — —
— 6 — 10 Srabon, —	D° D° — — — — — — — — —					1,000 — —
1177. Poos 29 — —	D° D° — — — — — — —				25,000 — —	
— —	D° D° — — — — — — —				1,000 — —	26,000 — —
1178. From 26 to 31 Bhadar,	D° D° through the Hands of Rammoo Pondar, — — — — — — —					1,000 — —
1179. — 21 — 24 Sraban, —	D° through the Hands of Ezutulla Jemadar, — — — —				400 — —	
Bhadar 31, — —	D° — — of Rammoo Pordar, — — —				1,000 — —	
At the End of 19 Assar, —	D° D° — — — — — — —			2,000 — —		
	D° D° — — — — — — —			35,000 — —		
	D° D° — — — — — — —			8,000 — —		
	D° D° — — — — — — —			6,000 — —		
	D° D° — — — — — — —			31,000 — —		
	D° D° — — — — — — —			2,000 — —		
	D° D° — — — — — — —			2,636 — —	86,636 — —	88,036 — —
1180. Justy — —	D° D° — — — — — — — — —					120 — —
						1,26,956 — —
	Received by Mr. Stuart, through the Means of Ramhorey Chowdry, from the Ezareh Montesur, belonging to the Mother of Rajah Telock Chund; viz.					
1177. Assin 1st, — —	Received by Mr. Stuart, — —	5,000 — —				
— 28, — —	D° D° D° — — —	5,000 — —	10,000 — —			
Poos — —	D° D° D° — — —		22,100 — —			
Cheyte — —	D° D° D° — — — —		2,187 — —		34,287 — —	
1178. Jaugun 17, — —	D° D° — — — — — — —			20,000 — —		
D° — — —	D° D° — — — — — — —			1,132 — —	21,132 — —	
1179. Assin — —	D° D° — — — — — — —			15,000 — —		
Cartick — —	D° D° — — — — — — —			20,000 — —		
D° — —	D° D° — — — — —			309 — —	35,309 — —	90,728 — —
	Sicca Rupees — —					2,17,684 — —

Calcutta,
9th May 1775.

(Signed by) Roopnarain,
Chowdry.

The

The PARTICULARS of the Money and Jewels, &c. unjustly taken by Bobanychurn Mitter, from the Rannyioun Cash, as per Account given by her, from Bengal Year 1174 to the Bengal Year 1180.

Date	Day	Particulars			
1174. Maug	28	Received by Bobanychurn Mitter, in Specie, through the Hands of Rasohorey Chowdrey		1,500	
1175. From 28th Assin to 5th Catic		Ditto, Ditto, Ditto,	1,100		
At the End of 18 Justy		Ditto, Ditto, Ditto,	500		
1176. Poos	24	Ditto, Ditto, Ditto,		1,600	
				2,000	
1179. Assin	6	Ditto, Ditto, Ditto,	2,000		
Faugun	16	Ditto, Ditto, Ditto,	1,000		
				3,000	
Year 1180.		Ditto, Ditto, through the Hands of Norohorey Doorwan,	2,000		
In the Month of Assin		Ditto, Ditto, through the Hands of Chsursing Doorwan	1,000		
Naug		Ditto, Ditto, Ditto,	3,000		
				6,000	
					14,100
		Received by Bobanychurn Mitter, in Jewels, &c. through the Hands of Gopy Gose, from the Tossah Caunah.			
		1 Industan Pallankeen, valued at	515 10		
		1 Ivory Ink Stand, ditto	23 14		
				539 8	
		Ditto by Ditto, through the Hands of Norohorey Doorwan, 2 Strings of Pearls, with Diamonds and Rubies; viz.			
		1 String, valued	11,400		
		1 D° d°	11,650		
				23,050	
		1 Gold Doogdoogee, set with Diamonds and Rubies, hanging with Gold Chains, valued		2,235	
		1 Pair Gold Poinchy, set with Diamonds and Rubies, valued		887 8	
		1 D° Gangone, set with Diamonds, valued		3,500	
		1 D° Gold Dawney or Ear Rings, set with Diamonds, &c. valued		2,000	
		1 Gold Dawney, set with Diamonds, &c. valued		600	
		1 D° Bennah, as above		327	
		1 Pair Gold Cangone, S^a W^t 25		375	
		1 D° Rosson Cossah, D° 20		300	
		1 Gold Battah, D° 40		600	
		1 Gold Abcorah and Swpose, D° 25		375	
		1 Silver Battah, S^a W^t 95		95	
		1 D° Abcorah, D° 30		30	
		4 Pair Shauls, valued		775	
		3 Shauls, &c. Rajoy, through the Hands of Choursing Doorwan, valued		711	
					36,400
Calcutta.		Sicca Rupees			50,500

Calcutta, Sicca Rupees — — 50,500 — —

The PARTICULARS of the Money unjustly taken by Collypersaud Bose, Banian to the Honourable Charles Stuart, Esquire, at Burdwan, through the Means of Brigee Kissore Roy; from Bengal Year 1175 to Bengal Year 1181.

1775. From 16 to 19 Justy	Received by Collypersaud Bose, through the Hands of Rammoo Pordar, Provincial Cash-Keeper			1,000 — —
1176. 26 to 31st Bhadur	Ditto, by Ditto, as above		800 — —	
Assin 21	Ditto, Ditto, Ditto		1,000 — —	
21 to 25 Faugun	Ditto, Ditto, Ditto		500 — —	2,300 — —
1177. Assin 6	Ditto, by Ditto, through the Hands of Ramroodro Roy, from the Pro^t Cash		600 — —	
	Ditto, by Ditto, Ditto		400 — —	
			1,000 — —	
Poos 29	Ditto, Ditto, through the Hands of Rammoo Pordar, and Govendram Pordar Provincial Cash-Keeper		5,000 — —	
From 16 to 20 Maug	Ditto, Ditto, Ditto	3,000 — —		
	Ditto, Ditto, through the Hands of Bobaney Boje	200 — —		
	Ditto, Ditto, through the Hands of Govindon Goze	200 — —	3,400 — —	9,400 — —
1178. From 26 to 30 Assin	Ditto, Ditto, through the Hands of Rammoo Pordar, Provincial Cash-Keeper		3,000 — —	
1 to 5 Carkee	Ditto, Ditto, Ditto	1,000 — —		
D°	Ditto, Ditto, through the Hands of Govindran Gose	200 — —		
D°	Ditto, through the Hands of Bobaney Bose	200 — —	1,400 — —	
Cheyte 26	D°, D°, through the Hands Govenden Gose		100 — —	4,500 — —
1179. From 1 to 24 Frabon	Ditto, Ditto, through the Hands of Nohur Gose		200 — —	
Bhauder 31	D°, D°, through the Hands of Rammoo Pordar		2,000 — —	
Assen 30	Ditto, Ditto, Ditto	3,000 — —		
	D°, D°, through the Hands of Bobaney Bose	200 — —		
	D°, D°, through the Hands of Govindon Gose	100 — —	3,300 — —	
	Carried over R^s		5,590 — —	17,200 — —

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	Brought over — Sª Rª		5,500	17,200
Augun 30th	Ditto, D°, through the Hands of Rammoo Pordar		1,000	
Bysaach 5th	Ditto, Ditto, Ditto	1,000		
	Ditto, Ditto, through the Hands of Bobaney Bose	200		
	Ditto, Ditto, through the Hands of Goverden Gose	100		
	Ditto, Ditto, through the Hands of Munofer Gose	100		
			1,400	
At the End of 19 Assar	Ditto, Ditto, through the Hands of Rammoo Pordar, Provincial Cash-Keeper	5,020		
Assar 22	Ditto, Ditto, through the Hands of Goverdon Gose	100		
			5,120	
				18,020
				30,220
	Received by Collypersaud Bose, through the Means of Rumhoney Chowdry, from the Ezareh Montesur belonging to the Mother of Rajah Teluk Chund; from Bengal Year 1177 to the Bengal Year 1179.			
1177. Assin 1st	Received by Collypersaud Bose this Day	1,000		
28	Ditto, Ditto, Ditto	1,000		
			2,000	
Cheyte	Ditto, Ditto	1,000		
D°	Ditto, Ditto	998		
			1,998	
			3,998	
1178. Cheyte	Ditto, Ditto		1,851	
1179. Augun	Ditto, Ditto	1,167		
Cheyte	Ditto, Ditto	1,056		
			2,223	
				8,072
	Carried over,			38,292

Date	Particulars				Sicca Rupees
	Brought over				38,292
	Received by Collypersaud Bose, from the Rannee's own Cash; from Bengal Year 1175, to the Bengal Year 1179				40,000
	Ditto, by Ditto, through the Hands of Rammoo Pordar, Account Batta, on the 18th Augun, in Year 1179				23,383
	Sicca Rupees				1,01,675

The Particulars of the above 40,000 Rupees; viz.

Date	Particulars				
1177. Maug 19th	Received by Collypersaud Bose, through the Hands of Rammoo Pordar, from the Buxy Dufter			8,970	
	Ditto, by Ditto, through the Hands of Goverdon Gose, as above			30	
				9,000	
1179. Assar 14th	Ditto, by Ditto, through the Hands of Jaggenaut Gose, 1 Surpetch, valued		1,000		
Bhauder 3d	Ditto, by Ditto, through the Hands of Kistno Doolol Roy and Jaggernaut Pordar, in Specie	5,000			
8	Ditto, by Ditto, through the Hands of Brigee Kissore Roy	15,000			
11	Ditto, by Ditto, through the Hands of Kistno Doolol Roy and Jaggernaut Pordar	10,000			
			30,000		
				31,000	
	Sicca Rupees			40,000	

1179, Bhauder 1st.—Received by Collypersaud Bose, through the Hands of Kistno Doolaul Roy, 1 Pair Gold Caugore, Value unknown.

Calcutta,
9th May 1775.

(Signed by) Roopnarain, Chowdry.

APPENDIX,

APPENDIX, N° 3. B.

EXTRACT of the Proceedings of the Provincial Council of Revenue at Burdwan, the 24th April 1775.

THE Burdwan Salt Accounts, which were ordered to be prepared by the Dewans at our last Meeting, are now laid before the Board, and entered as follows:

A STATEMENT

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A STATEMENT of the Advances iſſued from the Treaſury Office to the Salt Contractor of Burdwan, compared with the Accounts of the Contractor.

ADVANCES. As per Treaſury Account.		Total of each Year.	As per Contractor's Account.		Total of each Year.	Difference.	REMARKS.
1179.			1179.				
21ſt Sawun,	— 20,000 —		21ſt Sawun,	— 20,000 —			A. Copies of the Receipts for this Sum are in the Treaſury - Office; the Originals were in the Reſident's Poſſeſſion.
10th Aſſin,	— 15,000 —		10 Aſſin,	— 15,000 —			
4th Augran,	— 25,000 —		4th Augran,	— 25,000 —			
5th Maug,	— 70,000 —		5th Maug,	— 45,000 —	—	25,000	
	1,30,000 —			1,05,000 — A.			
8th Byſack,	— 15,000 —		8th Byſack,	— 15,000 — B.			B. The Receipts for theſe Sums are depoſited in the Treaſury-Office.
		1,45,000 —			1,20,000 —		
1180.			1180.				
6th Aſſin,	— 27,000 —		6th Aſſin,	— 27,000 — B.			
6 Cartick,	— 33,000 —		6th Cartick,	— 33,000 — B.			
27th Augran,	— 10,000 —		27th Augran,	— 10,000 — B.			
5th Pooſe,	— 14,375 —		5th Pooſe,	— 14,375 — B.			
		84,375 —			84,375 —		
1181.			1181.				
24th Aſſin,	— 50,000 —		Aſſin,	— 50,000 — C.			C. The Receipts of theſe Sums have been tranſmitted to the Preſidency as Part of the Remittances Account the Revenue of the Year 1181.
6 Augran,	— 14,702 10		Augran,	— 14,702 10 C.			
1182.			1182.				
2d Byſack,	— 10,000 —	—	2d Byſack,	— 10,000 — B.			
		74,702 10			74,702 10		
		3,04,077 10			2,79,077 10	25,000	

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The

The Board observe, that the above Accounts correspond with each other in every Article, except the Advance under Date the 5th Maug 1179, which stands in the Treasury Accounts at Rupees 70,000, and in the Contractors Account at 45,000 Rupees; the Difference therefore is Rupees 25,000: And the Dewans are interrogated as follows regarding the Disposal of this Sum:

Question to the Company's Dewan.

In the Treasury Accounts under Date the 5th Maug 1179, or the 18th January 1773, there appears an Advance to the Zemindar of Burdwan, on Account of the Salt Contract, the Sum of Rupees 70,000, and he gave Credit only for Rupees 45,000; How arises this Difference?

Answ. I am ignorant of the Transaction, as I was not Dewan at the Time.

Quest. To the Zemindary Dewan.

Do you know how the above Difference arises?

Answ. I gave Credit for the Amount I received; the Remainder of the Sum was not advanced me; but I suppose the Cazanchees are acquainted with the Disposal of the Amount.

The Cazanchee's Mohurer is in consequence called before the Board, and questioned as follows:

Quest. What is your Name?

Answ. Ram Caunt.

Quest. Where is the Cazanchee?

Answ. There is no one here at present who acts in that Capacity on the Part of the Rajah; the Carcoon Dutteram Dutt, is at Calcutta.

Quest. Where does he reside, at Calcutta?

Answ. I do not know.

Ram Caunt being duly sworn, is asked the following Questions:

Quest. It appears from the Burdwan Treasury Account, under Date the 5th Maug 1179, or the 18th January 1773, that the Sum of Rupees 70,000 was issued from the Treasury to the Zemindar, on Account Salt Advances, and he gives Credit only for 45,000 Rupees; what is become of the remaining Rupees 25,000?

Answ. I will look at my Account, and inform you.

Quest. Do you remember any thing regarding the Disposal of this Sum?

Answ. Three Years have elapsed since the Transaction happened, and I cannot recollect without referring to my Accounts.—Upon referring to his Papers, he gave the following Answer.

Answ. The Sum of 45,000 Rupees was paid to the Zemindar, and the remaining Rupees 25,000 is inserted in the Account, under the Name of Colly Persaud Bhose.

Quest. Who was Colly Persaud Bhose, and in what Capacity did he act?

Answ. He was the Mutsudy of Mr. Stuart, who was then Chief.

Quest. Is this all the Information you can give regarding the 25,000 Rupees?

Answ. This is all.

Indurnarain Bhose is called before the Board, and interrogated as follows:

Quest. What is your Occupation?

Answ. I am a Mohurer in the Treasury Office.

Being duly sworn, and asked the same Question that was put to Ram Caunt, regarding the Disposal of the 25,000 Rupees, unaccounted for by the Burdwan Salt Contractor; he replies,

Answ. The Sum of 25,000 Rupees is inserted in Account under the Name of Colly Persaud Bhose, Mr. Stuart's Mutsedee. I know nothing further regarding the Transaction.

EXTRACT of the Proceedings of the Governor General and Council of Revenue, the 3d May 1775.

The following further Questions are put to Colly Persaud Bhose:

Quest. Was you not Mutsuddie in the Year 1179, to the then Chief of Burdwan?

Answ. I was his Servant Eleven Years.

Quest. Ram Caunt, the Cazanchy's Mohrir at Burdwan, has said, that in an Advance of 70,000 Rupees to the Zemindar of Burdwan, on Account of Salt, 45,000 Rupees was only paid to him, and that 25,000 Rupees stands inserted in the Account as paid to Colly Persaud Bhose—are you the Person who received that Money?

Answ. It is not true; I never took so large a Sum; the Particulars are voluminous, and I will answer them in an Arzee.

Agreed

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

APPENDIX, N° 3. B.

Agreed in Conſequence, that the following further Paragraph be added to our Letter of this Day to the Provincial Council of Burdwan:

Having diſpatched Colly Perſaud Bhoſe to you, agreeably to our Letter of 28th ultimo, we direct that you inquire into the Tranſaction of the 25,000 Rupees, ſaid to have been taken by him, being Part of the Advance of 70,000 Rupees to the Zemindar on Account of his Salt Contract with Government.

EXTRACT of the Proceedings of the Governor General and Council of Revenue, the 29th May 1775.

Read the following Letters and Encloſures from the Provincial Council of Revenue of Burdwan.

To the Honourable Warren Haſtings, Eſquire, Governor General, &c. Council of Revenue, Fort William.

Honourable Sir and Gentlemen,

Colly Perſaud Boſe being arrived here, we have, in Conformity to your Orders of the 3d Inſtant, interrogated him regarding the Appropriation of the Sum of 25,000 Rupees, being the Deficiency of Salt Advance to the Burdwan Contractor in the Bengal Year 1179; and incloſed we tranſmit you Extract of our Proceedings on this Subject.

We are, with Reſpect,
Honourable Sir and Gentlemen,
Your moſt obedient humble Servants,

Burdwan, 19th May 1775. (Signed) Edward Stephenſon, John Roſewell, Matt^w Dawſon.

EXTRACT of the Proceedings of the Provincial Council of Revenue at Burdwan, the 19th May 1775.

Colly Perſaud Bhoſe attending, in conſequence of our Orders entered on Conſultation 15th Inſtant, and being duly ſworn, is interrogated as follows, regarding the Sum of 25,000 Rupees Deficiency of Salt Advance to the Burdwan Contractor, as appears from a Statement of Advances entered on our Proceedings of the 24th ultimo.

Queſt. There appears in the Burdwan Treaſury Account of the 5th Maug 1179, or the 18th January 1773 an Advance, of 70,000 Rupees iſſued to the Zemindar on Account of his Salt Contract with Government; of which Sum he only gives Credit for 45,000 Rupees: The Mohurers depoſe upon Oath, that the remaining Sum of 25,000 is inſerted in their Accounts as paid to you; *Did you receive this Sum or not?*

Anſw. *I did receive it.*

Queſt. In what Manner was it appropriated?

Anſw. In 1179 an Order came from the Council at Calcutta to Mr. Stuart, adviſing him that the Salt was to be bought for the Company; which he was ordered to publiſh, and tranſmit them the Propoſals that might be delivered in to contract for its Proviſion. Mr. Stuart accordingly ſent a Copy of the Order to be hung up at the Cutcherry, Bridjoo Kiſſore Roy, the Rajah's Dewan, gave in Propoſals, which Mr. Stuart ſent to the Council; which meeting their Approbation, the Contract was given to the Rajah. Before this, Mr. Stuart told the Dewan, "*We on a joint Concern have large Balances * in the Hands of the Molunghies, which you muſt recover from them.*" This the Dewan agreed to after the Contract had been confirmed to the Rajah, and ſome Advances had been made. Mr. Stuart ſaid, My Salt Buſineſs is all cloſed and the Balances ſettled, which you muſt pay me. The Dewan replied, Get me an Account of the Balances; all that are juſt and the Aſſamies acknowledge, I will diſcharge. Mr. Stuart wrote to his own Gomaſtah, ordering him to procure, and ſend him with all Expedition, Information regarding the Balance. When Mr. Stuart received the Information, the Dewan was accordingly made acquainted with it, and he deſired Mr. Stuart to take at that Time a Part Payment of the Amount, and ſaid, What might remain after his Gomaſtah had examined the Papers, he would pay. After this 70,000 Rupees was ordered to be advanced for the Salt Contract, of which, 45,000 *Rupees* was received by the Dewan, and 25,000 *Rupees kept by Mr. Stuart, with the Dewan's Conſent.* Mr. Stuart then ordered me to take this Money, which I did. Two or Three Days after Mr. Stuart divided this 25,000 *Rupees*, and paid to the other Gentlemen concerned in the Joint Trade their reſpective Proportions, reſerving his own Share for himſelf. Some Days after this Mr. Stuart went to Calcutta, and the

* This cannot be admitted, being expreſsly againſt the Regulations.

Dewan

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

Dewan went likewise Six or Seven Days following, where he and Mr. Stuart had some Discourse regarding this 25,000 Rupees; when *the Dewan denied what he had said before, and complained against Mr. Stuart at the Khalsa. Mr. Stuart was willing to pay him as much of the 25,000 as he had received for his own Share, and wanted the other Gentlemen to do the same, but they would not consent to it.* Mr. Stuart some Days afterwards ordered me to prepare and deliver him the Papers concerning the Salt Balances. I sent for the Gomastah, and accordingly complied with Mr. Stuart's Directions. I heard Mr. Stuart intended giving these Papers in to the Council. So far I know regarding this Transaction.

Agreed we address the Honourable the Governor General and Council of Revenue as follows; and enclose them Extract of our Proceedings of this Date, on the Subject of the Rupees 25,000, being the Deficiency of Salt Advances.

A true Extract.
(Signed) D. H. M^c Dowall, Secretary.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Council of Revenue, Fort William.

Honourable Sir and Gentlemen,

For your further Information regarding the Disposal of the Sum of 25,000 Rupees, Deficiency of Salt Advance, to the Burdwan Salt Contractor, in January 1773, we transmit you, inclosed, Copy of a Letter on that Subject, received from Mr. Alexander Murray, Attorney for the honourable Mr. Charles Stuart.

We are, with Respect,
Honourable Sir, and Gentlemen,
Your most obedient humble Servants,
(Signed) E. Stephenson,
Alex^r Higginson,
John Rosewell,
Matt^w Dawson.

Burdwan.
24th May 1775.

COPY of a Letter from Mr. Alexander Murray, Attorney for the Honourable Mr. Charles Stuart.

To Edward Stephenson, Esquire, Chief, &c. Council of Burdwan.

Gentlemen,

Being informed that a Transaction of Mr. *Stuart's*, while he was at Burdwan, relative to an Advance for Salt, is now under your Consideration, I therefore beg Leave to trouble you with a Detail of the Matter, as far as comes within my Knowledge, which may throw some Light upon the Subject.

When the Honourable Company took upon themselves the sole Management of the Salt Trade, and prohibited all Europeans and others from being concerned in the Provision thereof but by Contract for the Company, Advertisement was issued at Burdwan for Proposals of Contract to be received; when the Rajah's Dewan, on Account of his Master, proposed to contract with the Company for all the Salt produced in Burdwan; which Proposals were accepted of, and ratified by the Honourable the President and Council. At the Time of the Prohibition of that Trade to Europeans, Mr. Stuart, and other Gentlemen concerned with him, had large Balances due to them from the Molunghees of that Province, which were contracted after the Trade had been laid open; and as Mr. Stuart was then about to leave Burdwan, he proposed to Bridjoo Kissore Roy, the Rajah's Dewan, to take off these Balances, since he, as Contractor, could collect them with greater Facility than any other Person; which he agreed to, and actually consented to the Payment of 25,000 Rupees in Part thereof, out of an Advance of 70,000 Rupees, which he was to receive from the Burdwan Treasury on Account his Contract; 45,000 Rupees of which Bridjoo Kissore received, and 25,000 was paid to Colly Persaud Bhose, on Mr. Stuart's Account, by Bridjoo Kissore Roy's Desire; and it is by this Means Colly Persaud's Name has been artfully introduced into the Accounts. But I think, in the Burdwan Treasury Accounts for the Month of January 1775, transmitted to the Honourable the Board of Revenue in Calcutta, the Sum of 70,000 Rupees is there charged to the Contractor — a Circumstance which clearly proves he was no Stranger to that Part of the Transaction, though he afterwards found it convenient to deny it, and to deviate from his Agreements with regard to this Balance; however, on Receipt of the 25,000 Rupees, in consequence of the Agreement with the Contractor, Mr. Stuart immediately paid to the Gentlemen concerned with him in that Trade their different Proportions thereof, and, upon the Contractor's making a Demand of this Money afterwards, pretending that he had not received the full Advance that he was charged with, Mr. Stuart applied to these Gentlemen to pay back what they had severally received on that Account, and to state an Account of their Balances to the Honourable Company, and trust to their paying them off hereafter, as their Claim

on

on the Molunghees would appear to be juſt and equitable; but to this theſe Gentlemen objected, and refuſed to refund any Part of what they had received. In that Caſe it would have fallen very hard on Mr. Stuart to have paid back the whole Sum. He left no Inſtructions with me on this Subject, nor indeed any Money to anſwer that Purpoſe: I ſhould therefore apprehend he conceives, that if the Government expect him to repay this Money, they will be ſo indulgent as to take into their Conſideration the heavy Balances that are due to him from the Molunghees of Burdwan, which amount to about double this Sum, and which he could not attempt to collect without infringing on the Honourable Company's Orders. An Account of theſe Balances he has already delivered to the Honourable the Council of Revenue.

I remain, with Reſpect,
Gentlemen,
Your moſt obedient and moſt humble Servant,
(Signed) Alex^r Murray,
Attorney for Cha^s Stuart.

Calcutta,
23d May 1775.

A true Copy.
(Signed) D. H. M^cDowall, Secretary.

True Extracts.
R^d Sumner, Secretary.

Rev. Dep^t

Agreed, That all the Proceedings relative to the Diſpoſal of the Sum of 25,000 Rupees, Deficiency of Salt Advance to the Burdwan Salt Contractor in January 1773, be extracted from the Records, that the Whole may be tranſmitted to the Honourable the Court of Directors.

EXTRACT of the Revenue Letter from Bengal; dated 3d Auguſt 1775.

On the Examination of Colly Perſaud Boſe, relative to the Deficiency of 25,000 Rupees, which appeared in the Salt Advances for the Year 1179 or 1772-3, from the Statement recorded on our Proceedings, he acknowledges, that he received the whole Amount of 70,000 Rupees advanced; that 45,000 Rupees were paid to the Duan, and the remaining 25,000 Rupees kept by Mr. Stuart, the then Reſident, with the Duan's Conſent; that the Gentlemen, who had entered into a joint Concern the former Year, received from Mr. Stuart their ſeveral Proportions, and that Gentleman retained the Balance.

Mr. Murray, the Attorney of Mr. Stuart, having on this Occaſion written a Letter to the Provincial Council of Burdwan, ſetting forth the Nature of this Tranſaction with the Duan, we beg Leave to refer you thereto: It accompanies the other Papers on this Subject, a Number in the Packet.

APPENDIX, N° 4.

PAPERS relative to the Appointment of Mr. Stephen Sulivan to be Secretary at Fort Saint George.

Geo. Wombwell and W^m Devaynes, Eſquires.

Gentlemen,

AS I am informed the Court of Directors are now arranging their Affairs at Madras, I truſt that the Applications I have already made, will have a Place in their Deliberations.—I beg Leave to intreat your Support, and requeſt you will be pleaſed to communicate this Letter to the reſt of the Gentlemen in the Direction, whoſe Favour I hope to obtain.

I am, Gentlemen,
Your moſt obedient Servant,
Stephen Sulivan.

Bath,
June 1 1777.

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APPENDIX, N° 4.

At a Court of Directors, held on Monday the 9th June 1777.

Read a Letter from Mr. Stephen Sulivan, the 1ſt Inſtant, requeſting, that he may be conſidered in the new Arrangements at that Preſidency.

Ordered, That the ſaid Letter be referred to the Conſideration of the Committee of Correſpondence.

At a Committee of Correſpondence, the 5th November 1777.

The Committee, on conſidering the Requeſt of Mr. Stephen Sulivan, referred on the 9th June laſt, to be conſidered in the Arrangements the Court may make at their Preſidency of Fort Saint George; they offer it as their Opinion, that Mr. Sulivan be appointed to ſucceed to the Poſt of Secretary at that Preſidency, whenever Mr. Charles Oakeley ſhall vacate the ſame; and alſo, that Mr. Sulivan be appointed to fill the Office of Perſian Tranſlator at Fort Saint George, on his Arrival there.

G. Wombwell,
W. Devaynes,
J. Roberts,
George Cuming,
Ben. Booth,
John Harriſon,
Frederick Pigou,
J. Purling.

At a Court of Directors, held on Wedneſday the 5th November 1777.

Reſolved by the Ballot unanimouſly, That Mr. Stephen Sulivan be appointed to ſucceed to the Poſt of Secretary at Fort Saint George, whenever Mr. Charles Oakeley ſhall vacate the ſame, and alſo that Mr. Sulivan be appointed to fill the Office of Perſian Tranſlator at Fort Saint George, on his Arrival there.

EXTRACT of the Company's General Letter to Fort Saint George; dated the 28th November 1777.

From the well known Abilities of Mr. Stephen Sulivan, and particularly his Knowledge of the Perſian Language, we have thought proper to appoint him to ſucceed to the Poſt of Secretary in the Civil Department at your Preſidency, whenever Mr. Charles Oakeley ſhall vacate the ſame; but Mr. Sulivan is to fill the Office of Perſian Tranſlator at Fort Saint George, immediately on his Arrival there; and he is to enjoy the uſual Pay and Allowances annexed to thoſe Poſts reſpectively.

EXTRACT of the General Letter from Fort Saint George; dated 17th October 1778.

Mr. Stephen Sulivan has alſo taken Charge of the Employs of Secretary of your Civil Department, and Perſian Tranſlator, agreeable to your Inſtructions of the 10th Par. of your Letter of the 28th November 1777.

EXTRACT of Letter from the Preſident and Select Committee at Fort Saint George; dated the 13th March 1779.

Par. 38. Mr. Stephen Sulivan having deſired Leave to reſign the Office of Perſian Tranſlator, by Reaſon that the Buſineſs of his Employ as Secretary to the Civil Department would not permit him to give the neceſſary Attention to that of the Tranſlatorſhip, we appointed Mr. Haliburton to the Charge of this laſt Office, which he had held before Mr. Sulivan's Arrival.

EXTRACT of the General Letter from Fort Saint George; dated 4th April 1780.

Par. 35. Mr. Stephen Sulivan, who, in conſequence of your Orders, took Charge of the Office of the Secretary to the Civil Department, has conducted himſelf with great Diligence and Attention in that Employ, and we beg Leave to mention him to you in favourable Terms.

EXTRACT

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EXTRACT of Fort Saint George General Consultations, the 14th August 1780.

Read the following Letter from the Secretary.

To the Honourable John Whitehill, Esquire, President and Governor, &c. Council of Fort Saint George.

Honourable Sir and Sirs,

The severe Illness Mrs. Sulivan has already experienced in this Climate, and her almost constant State of bad Health rendering a Voyage to Europe necessary for her Recovery, I request your Permission to accompany her as far as Bengal, from which Place she will embark on one of the earliest Ships of the Season.

As Mr. Freeman has obligingly undertaken to supply my Place till my Return, I am persuaded the public Business will suffer no Interruption or Delay from my Absence.

I am, very respectfully,
Honourable Sir and Sirs,
Your most obedient Servant,
Stephen Sulivan.

Fort Saint George,
14th August 1780.

The above Letter from the Secretary, requesting Permission to accompany Mrs. Sulivan as far as Bengal in her Way to Europe, on account of her ill Health, being now read; Ordered, That the Request of the Secretary be complied with, and that Mr. Charles Freeman be desired to supply the Place of the Secretary till his Return.

EXTRACT of Fort Saint George Select Consultations, the 13th September 1780.

Read the following Letter from Mr. Stephen Sulivan.

To the Honourable John Whitehill, Esquire, President, &c. Select Committee at Fort Saint George.

Honourable Sir and Sirs,

As the Ship Neptune, on which I have taken my Passage for Bengal, will sail for that Place To-morrow, I think it my Duty to inform you, that any Packet you may judge immediately necessary to transmit to the Governor General and Council, relative to the present State of Affairs on this Coast, will be delivered by me with the utmost Care and Fidelity; and any Instructions which you may deem it expedient to give me in consequence, will be punctually attended to.

And in the Event of your not being able to have your Dispatches in Readiness before my Departure, I trust you will do me the Honour to enclose them to me under Cover to the Governor General; assuring you at the same Time, that no Endeavours shall be wanting on my Part to approve myself (as I hope I have hitherto done) a diligent Observer of your Commands.

I am, very respectfully,
Honourable Sir and Sirs,
Your most obedient
humble Servant,
Stephen Sulivan, Secretary.

Fort Saint George,
13th September 1780.

Resolved, That Mr. Sulivan be charged with our Dispatch to the Governor General and Council of Bengal; and Instructions given him accordingly.

EXTRACT of Fort Saint George Select Consultations, the 14th September 1780.

To Mr. Stephen Sulivan.

Sir,

We desire your particular Care of the enclosed Letter to the Governor General and Council of Bengal.

As we have in that Letter written them particularly of the State of Affairs on this Coast, and requested they would send us a Reinforcement of Troops, with Money, to enable us to carry on the War; we desire you will enforce our Representations, if you see Occasion, by such Arguments as your own Knowledge of our Situation will readily supply, and that you will give the Governor General and Council every Information in your Power upon this Subject.

You

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You will take the earliest Opportunity of acquainting us with the Delivery of your Dispatches, and of the Intentions of the Governor General and Council, as far as they may come to your Knowledge.

We are,
Sir,
Your most obedient
Servants,
John Whitehill, &c. Select Committee.

Fort Saint George,
14th September 1780.

EXTRACT of Bengal General Consultations, 30th October 1780.

Read the following Letter from Mr. Richard Johnson.

Honourable Sir and Sirs,

Having been honoured with your Orders to proceed to the Court of Timer Shaw, I take the Liberty to acquaint you, that I am ready to deliver over the Records of my Office of Judge Advocate General, to whomsoever you may be pleased to order to take Charge of them from me.

I have the Honour, &c.

Fort William, (Signed) Richd Johnson.
October 1780.

The Governor General requests the Permission of the Board to employ Mr. Stephen Sulivan as his Assistant, and intreats they will be pleased to indulge him with their joint Application to the President and Council at Fort Saint George, for their Permission to Mr. Sulivan to remain here for that Purpose. The Governor General represents, that the Labours of his Department have at all Times required, and do at this Time especially require greater Aids than he has been afforded or could command; that he has experienced the Abilities of Mr. Sulivan, and has made Choice of him as completely qualified for such a Trust.—If the Board shall comply with this Request, he begs Leave further to solicit their Grant to Mr. Sulivan of the Office of Judge Advocate General, vacant by Mr. Johnson's Resignation.

Agreed, That Mr. Stephen Sulivan be appointed Assistant to the Honourable the Governor General; and to succeed to the Office of Judge Advocate General, vacant by Mr. Johnson's Resignation of it.

Ordered, That Mr. Richard Johnson be directed to deliver over to Mr. Sulivan all Papers and Records in his Possession, which belong to the Office of Judge Advocate General.

Agreed, That the following Letter be written to the President and Council at Fort Saint George.

Gentlemen,

The Desire which has been expressed to us by the Honourable the Governor General, to avail himself of the Services of Mr. Stephen Sulivan, as he has been for some Time in Bengal on Leave of Absence from your Presidency; and the Opinion entertained by us of the Merits of this Gentleman; induce us to request your Permission to him to continue here, without Prejudice to his Rank on your Establishment; and we trust that an early Answer to this Letter will inform us of your Compliance with the Request.

Fort William, We are, &c.
30th October 1780.

EXTRACT of Fort Saint George General Consultations, the 5th December 1780.

Read the following Letter from the Governor General and Council.

To the Honourable the President and Council at Fort Saint George.

Gentlemen,

The Desire which has been expressed to us by the Honourable the Governor General, to avail himself of the Services of Mr. Stephen Sulivan, who has been for some Time in Bengal, on Leave of Absence from your Presidency; and the Opinion entertained by us of the Merits of this Gentleman; induce us to request your Permission for him to continue here without Prejudice

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Prejudice to his Rank on your Establishment; and we trust that an early Answer to this Letter will inform us of your Compliance with the Request.

We are,
Gentlemen,
Your most obedient
humble Servants,
Warren Hastings,
P. Francis,
Edwd Wheler.

Fort William,
the 30th October 1780.

Read the following Letter, received this Morning from the Sub-secretary.

To the Honourable Charles Smith, Esquire, President and Governor, &c.
Council of Fort Saint George.

Honourable Sir, and Sirs,

The Opportunity I have, from my present Situation, of perusing all Letters to the Council before they actually come under their Consideration, will, I flatter myself, explain the apparent Irregularity of my delivering in this Address on the Subject of a Letter from the honourable the Governor General and Council, dated the 30th October, before that Letter has been publicly read at the Board.

Since Mr. Stephen Sulivan's Arrival here in September 1778, I have, without Intermission, done almost the Whole of the Duty allotted to the Post of Secretary (which Mr. Sulivan, to the Knowledge of the whole Board, and indeed to the Settlement in general, paid but little Attention to, from the Moment he took Charge of the Employ) without the most distant Wish on my Part to share in the Advantages of that Station, whilst I considered it held by a Gentleman whose Friendship I wished to cultivate, and whose sole Dependence in this Country was upon that Appointment. From the same Motive, I chearfully offered my Services, when he was desirous of going to Bengal. In Reality, his Absence or Presence made but little Difference to me in the Trouble of conducting the public Business. Mr. Sulivan, it is a well known Fact, has been for some Time past appointed Judge Advocate General in Bengal; a Place of considerable Emolument: How far it is consistent with the Rules of the Service, for a Person to hold advantageous Employs, at the same Period, on different Establishments, it is not for me to determine; but under these Considerations, neither my Inclination nor my Duty leads me any longer to act as Mr. Sulivan's Deputy, should your Honour, &c. resolve on his keeping the Post of Secretary, with your Permission to remain in Bengal; and therefore, in that Case, I humbly request your Leave to resign the laborious Office of Sub-secretary, with those annexed to it, of Clerk of the Peace and Sea Gate Register.

I am, with Respect,
Honourable Sir and Sirs,
Your faithful humble Servant,
Chas Freeman.

The Board taking into Consideration the above Letters, are at some Loss precisely to ascertain the Meaning of the Honourable the Governor General and Council, Mr. Stephen Sulivan having no specific Rank on this Establishment; but, however desirous we are, upon all Occasions, to acquiesce in every Request of the Governor General and Council, we cannot suppose those Gentlemen could wish us to carry on the public Business for any Length of Time, without the Services of a Secretary and Clerk of Appeals; Two Offices that require a constant personal Attendance;—which would be a general Injury to the Servants on this Establishment, and in particular to the Person who acted in those Capacities, especially in the present Instance, as we understand, from private Letters, that they have been pleased to appoint Mr. Sulivan to the honourable Post of Judge Advocate General: It is therefore agreed, that a Letter, to the above Effect, be written to the Honourable the Governor General and Council, requesting Mr. Sulivan may be acquainted with our Sentiments on this Occasion, and that he be desired to inform us whether he means to return to his Station here, or to remain in Bengal.—It is further resolved, That Mr. Charles Freeman be appointed to act as Secretary and Clerk of Appeals, with the Emoluments of those Employs, until Mr. Sulivan's Answer be received, when, in Consideration of Mr. Freeman's past Services, he shall be confirmed therein, should Mr. Sulivan be inclined to remain on the Bengal Establishment.

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EXTRACT of Fort Saint George General Consultations, the 8th December 1780.

EXTRACT of Letter from the President and Council at Fort Saint George, to the Governor General and Council in Bengal; dated 8th December 1780.

We have been favoured with yours of the 30th October last; and beg Leave to assure you we should be happy, upon all Occasions, to manifest our Readiness to acquiesce in every Request of yours; but in the Instance of Mr. Stephen Sulivan we are somewhat at a Loss precisely to ascertain your Meaning, that Gentleman not having any specific Rank on this Establishment; and we cannot suppose you could be desirous of our carrying on the public Business for any Length of Time without the Services of a Secretary and Clerk of Appeals, Two Offices which require a constant personal Attendance. This would be a general Injury to the Servants on this Establishment, and in particular to the Person who acted in those Capacities during Mr. Sulivan's Absence; especially as we understand, from private Letters, that you have been pleased to appoint him to the honourable Post of Judge Advocate General in Bengal: We therefore request that you will acquaint Mr. Sulivan with our Sentiments on this Occasion, and that you will desire him to inform us, whether he means to return to his Station here, or to remain in Bengal.

EXTRACT of Fort Saint George General Consultations, the 14th February 1781.

EXTRACT of Letter from the Governor General and Council in Bengal, to the President and Council at Fort Saint George; dated the 7th January 1781.

We are exceedingly surprised and concerned, that the Request which we made for Permission for Mr. Sulivan to remain here without Prejudice to his Rank on your Establishment, should have been in the least liable to Misconstruction. We neither inquired or wished to know what the Rank was, nor what Emoluments he derived from the Offices he held at Madras. We desired simply that he might be permitted to preserve the same Line in the Service to which he was appointed by the Court of Directors, without the most remote or distant Intention, that any Person should hold an Office any where when he is not resident. We repeat therefore the Request, that Mr. Sulivan may have the Right of returning to his original Station on your Establishment, if the Court of Directors should not approve of his being transferred to this.

Read the following Letter from Mr. Stephen Sulivan:

To the Honourable Charles Smith, Esquire, President and Governor, &c. Council of Fort Saint George.

Honourable Sir and Sirs,

The Governor General has communicated to me, by your Desire, the Sentiments which you have been pleased to express relative to my remaining here at his Request; and as I observe, from the Words of your Letter, that you are somewhat at a Loss to ascertain the precise Meaning of the Supreme Council upon that Subject, I will beg Leave to explain it, according to their Sense as well as my own.

My Intention certainly was, and is, to devote my Services generally to this Establishment, for the Purpose of affording such Assistance to the Governor General, as he conceives it may be in my Power to give him, but to reserve at the same Time a Right of returning to my original Station, if the Court of Directors should not approve of my being transferred to Bengal. This is all which I ask your Permission for; and as I had never a distant Thought, after I should obtain Leave to continue here, or even from the Time of being appointed Judge Advocate, of receiving any Emoluments to be derived from the Post of Secretary, and that of Clerk to the Court of Appeals, I am content to make over the Profits of those Offices immediately to the Gentleman who has acted in both Capacities during my Absence; so that Mr. Freeman may be considered in effect Secretary, though I still retain a nominal Rank in the Service at Madras.

It is not more a proper Respect to the Court of Directors, in not absolutely and totally withdrawing myself from the Situation to which I am appointed by them, without the Sanction of their Approbation, than a becoming Attention to my own Interest, in case of their Disapproval, which has induced me to wish this Reservation may be allowed me. I am extremely sorry that the Request made in my Favour, at the express Instance of the Governor General, should have been liable to any other Construction; but I trust, after this fair and liberal Explanation, that you will not hesitate in obliging him as well as myself.

I have the Honour to be,
Honourable Sir and Sirs,
Your most obedient
humble Servant,
Stephen Sulivan.

Fort William,
January 4th 1781.

The

The Board, taking into Consideration the above Letter, are of Opinion, that in case the Honourable Court of Directors should disapprove of Mr. Sulivan holding Appointments on the Bengal Establishment, no Objections can be made to admitting him to have a Right of returning to his former Station in this Settlement, as he was originally nominated to it by them; it is therefore agreed to acquaint the Honourable Governor General and Council with our Sentiments; and that Mr. Charles Freeman, agreeably to our Resolution of the 5th December last, be confirmed in the Offices of Secretary to the Civil and Revenue Department, and Clerk of Appeals, until Advices on this Subject are received from the Honourable Court of Directors.

EXTRACT of Fort Saint George General Consultations, the 20th February 1781.

EXTRACT of Letter from the President and Council at Fort Saint George, to the Governor General and Council in Bengal; dated 20th February 1781.

We have no Objection to Mr. Stephen Sulivan's remaining at Bengal on the Footing you mention in your Letter of the 7th ultimo; and we are happy in the Instance, as we should be in any other, of having an Opportunity to comply with your Wishes.

EXTRACT of Fort Saint George Select Consultations, the 9th July 1781.

Read the following Letter.

To the Honourable Charles Smith, Esquire, President and Governor, &c. Select Committee at Fort Saint George.

Honourable Sir and Sirs,

Late last Night (and not before) I received a Letter from the acting Secretary, Mr. Hay, inclosing an Extract of your Letter to the Governor General and Council, dated April 1st, together with Extract of the Letter from the Court of Directors, dated 18th October 1780. I have been careful to mention the precise Time of my receiving a public Notification of my Appointment, that I may not appear disrespectful to you, for having omitted to address the Committee by an earlier Opportunity.

As I have been nominated Resident and Paymaster at Tanjore, in a Manner so flattering, and far exceeding the Merit of my Pretensions, I shall repair to Madras for the Purpose of taking Charge of my Employ as soon as the Season of the Year will admit of a Voyage without Risque.

I have the Honour to be,
Honourable Sir and Sirs,
Your most obedient and
most humble Servant,
Stephen Sulivan.

Fort William,
May 24th 1781.

EXTRACT of Fort Saint George Select Consultations, 18th April 1781.

EXTRACT of Letter from the President and General Committee of Fort Saint George, to the Governor General and Council; dated 18th April 1781.

The Court of Directors have been pleased to appoint Mr. Stephen Sulivan Resident and Paymaster at Tanjore. We enclose an Extract of such Part of their Letter as relates to this Appointment, which we request you will communicate to Mr. Sulivan, and desire him to repair thither to take Charge of the Employ.

EXTRACT of Fort Saint George Select Consultations, 21st December 1781.

The President enters the following Minute.

The Right honourable the President observes to the Committee, that Messrs. Davidson and Jourdan, who had been deputed from the late Select Committee to the Rajah of Tanjore, having signified their Intentions of returning to the Presidency, and *Mr. Stephen Sulivan, appointed by the Court of Directors as Resident at Tanjore, being detained in Bengal*, the late President and Select Committee thought it highly necessary at that Time, that a Civil Servant of the Company should be ready to repair there; and the Choice very properly fell upon Mr. Hudlestone. The Incursions of the Enemy, however, prevented Messrs. Davidson and Jourdan's Departure for a considerable Time, and also Mr. Hudlestone from going there.—In that Interval, Mr. Oakes, the late Military Secretary's Voyage to Europe, made it necessary for the Committee to call upon Mr. Hudlestone's Services in the Presidency in that important and confidential Station; in which,

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which, notwithstanding the great Application it requires, Mr. Hudlestone has cheerfully consented to remain at present for the Good of the Service.—*But as Mr. Stephen Sulivan has resigned the Office of Resident at Tanjore,* and as Mr. John Sulivan, a Gentleman every Way qualified for that Trust, is now in that Neighbourhood, the President proposes to appoint him Resident and Paymaster *in the room of Mr. Stephen Sulivan.*

Agreed that Mr. John Sulivan be appointed Resident and Paymaster at Tanjore.

EXTRACT of Select Letter from Fort Saint George, dated 26th January 1782.

Par. 23. *Mr. Stephen Sulivan,* whom *you had appointed Resident at Tanjore, resigned that Office some Time since*; and as Mr. John Sulivan is now in that Neighbourhood, and is in every Respect qualified for that Trust, we have appointed him Resident and Paymaster, *in the room of Mr. Stephen Sulivan.*

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APPENDIX, N° 5.

An ACCOUNT of Silver and Gold exported by the East India Company to India, China, &c. from the Season 1748 to 1757, both inclusive; distinguishing each Season: Also, The Total Amount of Silver exported to India and China in the abovementioned Period, with an Average of the same for One Year.

An Account of Silver and Gold exported by the East India Company to India, China, &c. in the undermentioned Seasons.

Seasons.	Where exported to.	SILVER. Ounces.	SILVER. Amount.	GOLD. Ounces.	GOLD. Amount.	TOTALS of Silver and Gold. Ounces.	TOTALS of Silver and Gold. Amount.
1748.	Bengal — — —	488,320 —	£. 133,016 6 8	— —	— —	488,320 —	£. 133,016 6 8
	Fort Saint David — —	1,356,847 8	369,599 11 6	— —	— —	1,356,847 8	369,599 11 6
	Bombay — — —	348,800 —	95,011 13 4	— —	— —	348,800 —	95,011 13 4
	Bencoolen — — —	52,320 —	14,251 15 —	— —	— —	52,320 —	14,251 15 —
	China — — —	348,800 —	95,011 13 4	— —	— —	348,800 —	95,011 13 4
		2,595,087 8	£. 706,890 19 10	— —	— —	2,595,087 8	£. 706,890 19 10
1749.	Bengal — — —	1,034,582 1	£. 273,733 3 5	— —	— —	1,034,582 1	£. 273,733 3 5
	Fort Saint David — —	872,646 1	230,887 12 1	— —	— —	872,646 1	230,887 12 1
	Bombay — — —	662,720 —	175,344 13 4	— —	— —	662,720 —	175,344 13 4
	Bencoolen — — —	52,320 —	13,843 — —	— —	— —	52,320 —	13,843 — —
	Madagascar — — —	1,744 —	461 8 8	— —	— —	1,744 —	461 8 8
	China — — —	777,824 —	205,799 5 4	— —	— —	777,824 —	205,799 5 4
		3,401,836 2	£. 900,069 2 10	— —	— —	3,401,836 2	£. 900,069 2 10
1750.	Bengal — — —	1,352,906 5	£. 368,526 — 6	— —	— —	1,352,906 5	£. 368,526 — 6
	Fort Saint David — —	592,960 —	161,519 16 8	7,021 —	27,424 16 2	599,981 —	188,944 12 10
	Bombay — — —	313,920 —	85,510 10 —	— —	— —	313,920 —	85,510 10 —
	Bencoolen — — —	52,320 —	14,251 15 —	— —	— —	52,320 —	14,251 15 —
	China — — —	558,080 —	152,018 13 4	— —	— —	558,080 —	152,018 13 4
		2,870,186 5	£. 781,826 15 6	7,021 —	£. 27,424 16 2	2,877,207 5	£. 809,251 11 8

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Seasons.	Where exported to.	SILVER. Ounces.	SILVER. Amount.	GOLD. Ounces.	GOLD. Amount.	TOTALS of Silver and Gold. Ounces.	TOTALS of Silver and Gold. Amount.
1751.	Bengal — — —	1,220,800 —	£. 331,269 3 4	— —	— —	1,220,800 — —	£. 331,269 3 4
	Fort Saint George — —	1,035,936 —	281,105 11 —	459 1 19	1,790 8 10	1,036,395 1 19	282,895 19 10
	Bombay — — —	419,355 14	113,793 18 4	— —	— —	419,355 14 —	113,793 18 4
	Bencoolen — — —	69,760 —	18,929 13 4	— —	— —	69,760 — —	18,929 13 4
	China — — —	697,600 —	189,296 13 4	— —	— —	697,600 — —	189,296 13 4
		3,443,451 14	£. 934,394 19 4	459 1 19	£. 1,790 8 10	3,443,910 15 19	£. 936,185 8 2
1752.	Bengal — — —	739,456 —	£. 201,809 17 4	— —	— —	739,456 — —	£. 201,809 17 4
	Fort Saint George — —	613,888 —	167,540 5 4	25,735 9 3	95,743 11 9	639,623 9 3	263,283 17 1
	Bombay — — —	299,607 14	81,767 18 8	— —	— —	299,607 14 —	81,767 18 8
	Bencoolen — — —	69,760 —	19,038 13 4	— —	— —	69,760 — —	19,038 13 4
	Madagascar — — —	3,488 —	951 18 8	— —	— —	3,488 — —	951 18 8
	China — — —	976,640 —	266,541 6 8	— —	— —	976,640 — —	266,541 6 8
		2,702,839 14	£. 737,650 — —	25,735 9 3	£. 95,743 11 9	2,728,575 3 3	£. 833,393 11 9
1753.	Bengal — — —	620,864 —	£. 171,384 6 8	— —	— —	620,864 — —	£. 171,384 6 8
	Fort Saint George — —	830,144 —	229,154 6 8	43,558 — 7	171,101 6 4	873,702 — 7	400,255 13 —
	Bombay — — —	279,040 —	77,026 13 4	— —	— —	279,040 — —	77,026 13 4
	Bencoolen — — —	69,760 —	19,256 13 4	— —	— —	69,760 — —	19,256 13 4
	China — — —	1,001,056 —	276,333 3 4	— —	— —	1,001,056 — —	276,333 3 4
		2,800,864 —	£. 773,155 3 4	43,558 — 7	£. 171,101 6 4	2,844,422 — 7	£. 944,256 9 8

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1754.	Bengal	558,080 —	£. 157,657 12 —	— —	— —	558,080 — —	£. 157,657 12 —
	Fort Saint George	489,278 18	138,221 5 9	3,278 8 15	12,865 2 2	492,557 6 15	151,086 7 11
	Bombay	430,768 —	121,691 19 2	— —	— —	430,768 — —	121,691 19 2
	Bencoolen	69,760 —	19,707 4 —	— —	— —	69,760 — —	19,707 4 —
	China	774,336 —	218,749 18 4	— —	— —	774,336 — —	218,749 18 4
		2,322,222 18	£. 656,027 19 3	3,278 8 15	£. 12,865 2 2	2,325,501 6 15	£. 668,893 1 5
1755.	Bengal	146,496 —	£. 40,820 10 —	— —	— —	146,496 — —	£. 40,820 10 —
	Fort Saint George	774,336 —	215,765 10 —	24,000 — —	93,600 — —	798,336 — —	309,365 10 —
	Bombay	390,656 —	108,854 13 4	— —	— —	390,656 — —	108,854 13 4
	Bencoolen	69,760 —	19,438 6 8	— —	— —	69,760 — —	19,438 6 8
	China	509,248 —	141,899 16 8	— —	— —	509,248 — —	141,899 16 8
		1,890,496 —	£. 526,778 16 8	24,000 — —	£. 93,600 — —	1,914,496 — —	£. 620,378 16 8
1756	Bengal	565,056 —	£. 157,415 3 6	— —	— —	565,056 — —	£. 157,415 3 6
	Fort Saint George	523,200 —	145,754 15 10	12,000 —	46,800 — —	535,200 — —	192,554 15 10
	Bombay	648,768 —	180,735 19 1	— —	— —	648,768 — —	180,735 19 1
	Bencoolen	69,760 —	19,433 19 6	— —	— —	69,760 — —	19,433 19 6
	China	878,976 —	244,868 1 —	— —	— —	878,976 — —	244,868 1 —
		2,685,760 —	£. 748,207 18 11	12,000 —	£. 46,800 — —	2,697,760 — —	£. 795,007 18 11
1757.	Bengal	— —	— —	26,158 5 4	102,017 4 2	200,558 5 4	£. 152,622 5 8
	Fort Saint George	174,400 —	50,605 1 6	— —	— —	122,080 — —	35,423 10 10
	Bombay	122,080 —	35,423 10 10	— —	— —	104,640 — —	30,363 — 9
	Bencoolen	104,640 —	30,363 — 9	— —	— —	6,976 — —	2,024 4 —
	Saint Helena	6,976 —	2,024 4 —	— —	— —	812,704 — —	235,819 12 —
	China	812,704 —	235,819 12 —	— —	— —		
		1,220,800 —	£. 354,235 9 1	26,158 5 4	£. 102,017 4 2	1,246,958 5 4	£. 456,252 13 3

Total

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Total Amount of Silver exported to India and China, from Seafon 1748 to 1757, both inclufive, with an Average of the fame for One Year; viz.

	Total Amount.		Average for One Year.	
	Oz^s	£.	Oz^s	£.
To Bengal — — —	6,726,560 6 —	1,835,632 3 5	672,656 — —	183,563 — —
Fort Saint David, and Fort Saint George —	7,263,636 7 —	1,990,153 16 4	726,364 — —	199,016 — —
Bombay — — — —	3,915,715 8 —	1,075,161 9 5	391,572 — —	107,516 — —
Bencoolen — — —	680,160 — —	188,514 — 11	68,016 — —	18,851 — —
China — — — —	7,335,264 — —	2,026,338 3 4	733,526 — —	202,634 — —
	Oz^s 25,921,336 1 —	£. 7,115,799 13 5	Oz^s 2,592,134 — —	£. 711,580 — —

Eaft India Houfe,
the 24th April 1783.

(Errors excepted)

Sam^l Nicoll,
Accountant.

An ACCOUNT of the Quantity of Silver exported by the East India Company to Saint Helena, India, and to China, from the 1st July 1758 to the 30th June 1771.

Season.	SAINT HELENA.		MOCHA.		BENCOOLEN.		CHINA.	
1758	Oz^s 6,976	£. 1,991 1 4	— —	— —	Oz^s 108,128	£. 30,861 10 8	Oz^s 488,320	£. 139,374 13 4
1759	— —	— —	— —	— —	69,760	19,983 6 8	429,024	122,897 10 —
1760	6,976	1,998 6 8	— —	— —	125,568	35,970 — —	184,864	52,955 16 8
1761	6,976	1,932 18 8	— —	— —	— —	— —	90,688	25,128 2 8
1762	10,464	2,812 4 —	— —	— —	59,296	15,935 16 —	104,640	28,122 — —
1763	6,976	1,863 18 —	— —	— —	139,520	37,278 — —	— —	— —
1764	6,976	1,816 13 4	Oz^s 80,224	£. 20,891 13 4	139,520	36,333 6 8	1,182,432	307,925 — —
1765	6,976	1,874 16 —	— —	— —	69,760	18,748 — —	1,095,232	294,343 12 —
1766	3,488	944 13 4	— —	— —	— —	— —	— —	— —
1767	— —	— —	— —	— —	— —	— —	— —	— —
1768	— —	— —	— —	— —	— —	— —	592,960	161,828 13 4
1769	— —	— —	— —	— —	69,760	19,583 13 4	795,264	223,253 16 —
1770	— —	— —	— —	— —	34,880	9,773 13 4	1,046,400	293,210 — —
	Oz^s 55,808	£. 15,234 11 4	Oz^s 80,224	£. 20,891 13 4	Oz^s 816,192	£. 224,467 6 8	Oz^s 6,009,824	£. 1,649,039 4 —

Saint Helena, —	Oz^s 55,808	£. 15,234 11 4
Mocha, — —	80,224	20,891 13 4
Bencoolen, — —	816,192	224,467 6 8
China, — —	6,009,824	1,649,039 4 —
	Oz^s 6,962,048	£. 1,909,632 15 4

East India House,
March 17th 1783.

James Bigger.

An

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An ACCOUNT of the Quantity of Silver exported by the East India Company, to India and to China, from the 1st July 1771, to the 5th February 1783.

Year.	To China. Oz^s.	dwts	£. s. d.	Bencoolen. Oz^s.	£. s. d.	Balambangan. Oz^s.	£. s. d.
1771	715,040		£. 199,615 6 8				
1772	—	—	— —	149,984	£. 40,308 4		
1773	—	—	— —	38,368	9,911 14 8	6,976	£. 1,802 2 8
1774	—	—	— —	38,368	10,131 11		
1775	—	—	— —	38,368	9,991 13 4		
1776	323,578	15	88,478 11 3	73,248	20,028 15		
1777	—	—	— —	38,368	10,810 19 8		
1778	—	—	— —	41,856	10,638 8		
1779	—	—	— —	38,368	9,931 14 4		
1780	—	—	— —	55,808	14,853 1 4		
	Oz^s 1,038,618	15	£. 288,093 17 11	Oz^s 512,736	£. 136,606 1 4	Oz^s 6,976	£. 1,802 2 8

		dwts		
China — — — —	Oz^s 1,038,618	15	£. 288,093	17 11
Bencoolen — — — —	512,736	—	136,606	1 4
Balambangan — — —	6,976	—	1,802	2 8
	Oz^s 1,558,330	15	£. 426,502	1 11

East India House,
February the 7th 1783.

James Bigger.

APPENDIX, N° 6.

INVOICE AMOUNT of Investments from Bengal, from Season 1766 to 1780.

	Piece Goods.	Silk.	Saltpetre.	Drugs.	Total.
In Season 1766	£. 329,498	£. 91,602	£. 14,123	£. 2,288	£. 437,511
1767	415,774	132,596	12,345	4,746	565,461
1768	500,797	137,299	16,071	4,171	658,338
1769	576,281	142,328	17,733	5,944	742,286
1770	451,152	160,337	16,606	5,570	633,665
1771	571,542	170,457	21,452	5,007	768,458
1772	697,778	136,270	24,275	7,555	865,878
1773	508,622	94,431	22,306	7,213	632,572
1774	466,944	160,016	14,262	7,645	648,867
1775	659,255	239,514	23,968	10,100	932,837
1776	446,277	318,406	16,736	7,104	788,523
1777	614,539	434,268	23 971	9,455	1,082,233
1778	595,079	633,836	23,252	14,057	1,266,224
1779	563,675	481,862	26,146	10,770	1,082,453
1780	639,938	554,237	34,911	25,872	1,254,958
	£. 8,037,151	£. 3,887,459	£. 308,157	£. 127,497	£. 12,360,264

East India House,
the 19th February 1783.

Errors excepted,
W. Richardson, Deputy Accomptant.

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APPENDIX, N° 7.

EXTRACT of the General Letter from Bengal; dated 25th September 1767.

UNDER theſe Difficulties, you muſt expect the Complaints of Natives and of Foreigners will grow louder every Day, unleſs you ſhould determine to ſacrifice that eſſential Point to your Intereſt, the remitting Home, by large Inveſtments, the Benefits of your late Acquiſitions. In the preſent State of Things we ſee no Remedy, except one, which may be thought ideal; namely, the entering into an Agreement with Foreign Companies for providing their Inveſtments to a certain Annual Amount. This we mention, rather as a Hint upon which you may poſſibly improve, than as a Meaſure we ſhall preſume to adopt, until a certain Plan ſhall be adjuſted between the Companies at Home, and recommended to their Agents Abroad. Moſt certain it is, that ſome conciliating Steps, taken in Europe, can alone prevent the Jealouſies and Differences ſubſiſting in this Country from terminating in an open Rupture, as ſoon as the French ſhall find themſelves ſufficiently eſtabliſhed on the Coaſt, and powerful at the Iſlands, to enter upon freſh Enterprizes.

APPENDIX, N° 8.

EXTRACT of General Letter from Bengal; dated the 25th January 1770.

Par. 36. IT appeared evident to us from your Sentiments in your Letter of the 17th of March laſt, that you are deſirous of receiving as large an Inveſtment from hence as we can poſſibly provide, and that by any Means that will not diſtreſs you at Home. Our Proſpects of the preſent Year's Inveſtment, fair as they were, would not admit us to hope we ſhould have it in our Power to fulfil your Wiſhes in this Point: We therefore conceive it would be a Meaſure you would approve, were we to purchaſe from private Merchants ſuch Goods as will anſwer for the Europe Markets, by Intereſt Notes. Added to this Conſideration, we had a further Motive, which was, that we had then planned the Scheme of opening your Treaſury, and granting Bills upon England; theſe Purchaſes would aſſiſt you to anſwer the Drafts we might make: We therefore came to the Reſolution of purchaſing Goods by theſe Means, and have bought up a Quantity, to the Amount of Current Rupees 5,30,597. 2. 3.

APPENDIX, N° 9.

EXTRACT of the Select Letter from Bengal, dated the 21ſt November 1768; relative to Advances for the Inveſtment.

Par. 13. THE Dutch, unwilling to truſt to the precarious Reſources of an exhauſting Country, have, ſince our laſt Advices, very judiciouſly imported ſome Bullion to Bengal; and though the Sum may not exceed Three Lacks of Rupees, yet it is of the greateſt Utility to the forwarding of their Inveſtment.

14. You may be convinced that the Value of your Territorial Acquiſitions has not been decreaſing, ſince the Collections are now greater than they ever have been ſince your Inveſtiture of the Dewannee. But be aſſured, the Benefits expected from them muſt be of ſhort Duration, whilſt a Scarcity of Specie prevails, as at preſent, and is daily encreaſing. You muſt expect, unleſs the Evil is ſpeedily removed, to collect your Revenues in the Commodities produced in the Country, without having a Proſpect of vending them at any Rate, as the Merchants will be totally deprived of the Means to purchaſe them.

15. This, Gentlemen, is the preſent diſtreſsful and real Situation of this Country; and we flatter ourſelves, that by taking a comparative View of our diſtant Proſpects, with the politic Advantages reaped by the Foreign Nations trading here, who graſp at all private Monies from Individuals, you will no longer deem us reprehenſible, if a Decreaſe in the Amount of your future Inveſtments, and a

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Debasement of their Quality, should prove the Consequences; since you must be sensible, that early Advances alone can in this Country ensure the one and the other. The heavy Payments of your Revenue are not made till late in the Season; and unless we have a Year's Advance in your Treasury, no Advantage can be taken in its Provision.

APPENDIX, N° 10.

AMOUNT of Investments received from Bengal and Fort St. George, from 1776 to 1780 inclusive.

BENGAL.

Season	1776	—	Rupees 70,09,110	at 2*s.* 3*d.* each		—	£. 788,523
D°	1777	—	96,19,855	—		—	1,082,233
D°	1778	—	112,55,335	—		—	1,266,224
D°	1779	—	96,21,815	—		—	1,082,453
D°	1780	—	111,55,191	—		—	1,254,956
			Rupees 486,61,306				£. 5,474,389

FORT SAINT GEORGE.

Season	1776	—	Pagodas	4,96,141	at 8*s.* each.	—	£. 198,457
D°	1777	—	—	7,38,561	—	—	295,424
D°	1778	—	—	5,44,598	—	—	217,840
D°	1779	—	—	2,16,228	—	—	86,491
D°	1780	—	—	3,83,439	—	—	153,376
			Pagodas	23,78,967			£. 951,588

APPENDIX, N° 10. B.

ORDERS of the Court of Directors to Bengal, restricting their Servants from drawing Bills on the Company; from 21st November 1766, to the 12th of July 1782.

EXTRACT of the Company's General Letter to Bengal; dated the 21st November 1766.

Par. 88. EITHER Way of remitting Home private Fortunes to an unlimited Amount must, as before observed, be attended with great Prejudice to the Company; we could wish therefore some other Mode could be found out; but as we cannot think of any at present, we now inform you, that the furnishing the Agents of the European Companies with Money, is so evidently detrimental to this Company, that there wants no further Elucidation; and you are accordingly hereby directed to discourage and prevent the same to the utmost of your Powers.

90. The Amount of all the Drafts upon us, as well Certificates as Bills, in any one Season, is not to exceed One-fourth Part of the Invoice Price of the Cargoes of all the Ships of the Season consigned to us from your Presidency.

91. The Amount of the Drafts upon us by any one Ship is not to exceed One-fourth Part of the Invoice Price of such Ship's Cargo.

92. The Exchange from your Presidency is to continue as settled by our Letter of the 17th of May, at the Rate of 2*s.* 3*d.* for a Current Rupee, to our Civil and Military Servants, and to all others (except as hereafter excepted) 2*s.* 1*d.* only for a Current Rupee.

94. And no Bills whatsoever must be made payable in a less Space of Time than 365 Days after Sight, and they are to carry no Interest, that Indulgence being also hereby revoked.

95. In granting Certificates payable by the Company, Care is to be taken that the Sum of Money

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only received into your Treaſury is mentioned therein; no Rate of Exchange or Time of Payment muſt be ſpecified, as Indulgencies in thoſe Reſpects are to be left to our Determination here.

EXTRACT of the Company's General Letter to Bengal; dated 16th March 1768.

Par. 179. In order to obviate the Inconveniencies that might ariſe to our Servants, by ſuddenly putting an entire Stop to their Remittances, we do allow you, for the Seaſon only after the Receipt hereof; that is, until the Diſpatch of the laſt Ship in the Beginning of the Year 1769, to draw upon us in their Behalf, at Ninety Days Sight, for a Sum not exceeding Seventy thouſand Pounds Sterling, at Two Shillings the Current Rupee, and that the ſaid Sum be proportioned among ſuch of them as may have Occaſion for Bills, in the Manner that you ſhall, on due Conſideration, deem the moſt equitable; and notwithſtanding any former Orders, we hereby poſitively forbid your granting Bills of Exchange, or Certificates, upon us for any further Sum, from the Time of the Receipt hereof until our further Orders, unleſs the Company's Affairs ſhould abſolutely require it.

EXTRACT of the Company's General Letter to Bengal; dated 11th November 1768.

Par. 110. We obſerve the Balance of your Treaſury, together with the Balances at the ſeveral Aurungs and Subordinates, are very conſiderable; but after deducting the remaining Debt at Intereſt, which was ſoon to be paid off, there will not be a greater Sum in Specie than what the Security of our Affairs will always require; and ſhould the War have continued many Months longer on the Coaſt of Coromandel and on the Malabar Side, their Drafts upon you will probably be ſuch as, together with the Charges of your Settlement, your Inveſtment, and Remittance to China, may reduce your Treaſury lower than it would be prudent to permit: Nevertheleſs, we cannot ſuffer ourſelves to be drawn upon to an unlimited Amount, the State of the Company's Affairs here not yet admitting us to anſwer large Drafts upon us from India. But ſhould the Exigency of your Affairs require your receiving Money into your Treaſury, we prefer the Mode of borrowing at Intereſt to that of granting Bills upon us: We therefore permit you to take up ſuch Sums on Intereſt, for One Year certain, as will anſwer your various Demands; which are to be paid off at the Expiration of that Period, or as ſoon after as the State of your Treaſury will admit of.

111. You are therefore to confine your Drafts upon us, by the Ships to be diſpatched from your Preſidency in the Seaſon of 1769, to the ſame Amount as we allowed laſt Year, *viz.* £. 70,000 which is to be paid into our Treaſury at the Rate of 2*s.* for the Current Rupee, and the Whole divided in equitable Proportions amongſt our Servants, Civil and Military, agreeably to our former Directions. We mean the ſaid Sum of £. 70,000 to be excluſive of Lord Clive's Jaghire, for which Bills are to be granted, if his Lordſhip's Agents apply for them.

112. Edward Holden Cruttenden, Eſquire, having repreſented to us that he has had to the Amount of £. 5,000 remaining ſeveral Years in Bengal, from an Inability to obtain Remittances for the ſame through our Caſh, we direct that you grant Bills in his Favour for the ſaid Sum, whenever his Agents ſhall apply for them; and you are likewiſe to obſerve, that this Sum is not to make a Part of your Drafts for the £. 70,000 above-mentioned.

113. Having been applied to by Robert Nettleton, Eſquire, Preſident of the Corporation for the Relief and Support of ſick, wounded, and diſabled Seamen in the Merchants Service, to permit the Amount of £. 1,500 or £. 2,000, for a Subſcription which is carrying on in Bengal in Behalf of the ſaid Charity, to be paid into our Treaſury there, for Bills of Exchange upon us, we have, in order to promote this charitable Inſtitution, agreed to allow you to draw for ſuch Sum as ſhall be paid into your Treaſury on that Account, at the ſame Rate for the Rupee as is allowed to our covenanted Servants, not exceeding the Amount above-mentioned; which is to be over and above the Sum ſtipulated to be drawn as before-mentioned.

EXTRACT of the Company's General Letter to Bengal; dated 17th March 1769.

Par. 39. Upon re-conſidering the Subject of Remittances, we find it ſo connected with that of the Inveſtment, that the Increaſe of the former muſt always depend on that of the latter.—The Produce of our Sales here is the only Channel of our Receipts; and our flouriſhing Situation in India would not avail us, if we were to ſuffer ourſelves to be drawn upon to the Amount of the Coſt of our homeward Cargoes.—In order therefore to unite the Advantages of the Company and their Servants, we do permit you to increaſe your Remittances by the Ships diſpatched from Bengal in the Seaſon of 1769, beyond the Limitation in our Letter of the 11th November laſt, ſo far as One-half of the Sum which your Inveſtment ſent Home in that Seaſon ſhall exceed the Amount of 60 Lacks in Piece Goods and Raw Silk, at the Rate of 2*s.* 3*d.* the Current Rupee: But if you do not ſend Home an Inveſtment in theſe Articles exceeding that Sum, you muſt then confine your Drafts upon us agreeably to our ſaid Letter of the 11th November laſt.

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EXTRACT of the Company's General Letter to Bengal; dated the 30th June 1769.

Par. 47. We have seriously re-considered our former Directions upon the Subject of Bills of Exchange, and have given due Attention to what you have set forth in your several Letters, to shew the Inconveniencies resulting from the present Restrictions.—That the French and Dutch will be supplied with English Money by those who want to remit to Europe, is a natural Consequence; and that they will insist upon being paid in Silver, seeing that Silver is the only legal Tender that is or can be in that Country; and further, that they will export as much as they think fit, notwithstanding any Order from the King or the Nabob; and indeed your applying for such an Order was contradictory, there being no Possibility of enforcing it, and you yourselves intending to be first to break it, by an Exportation to the Coast and to China.

48. Such being the evident Inconveniencies of our Refusal to receive Money into our Cash for Bills to be drawn upon England, it will be said, the Remedy is in our own Hands; if we will open our Treasury, the French and Dutch will no longer be supplied, they will be under a Necessity of importing Bullion for their Expences and Investments, and we shall have it in our Power to export to China as much as we think the Circumstances of the Country will bear.

49. We sincerely wish Things could be brought to this State, but the single and unsurmountable Objection is, that if Bills are drawn to an unlimited Amount, we may be put to the utmost Distress and Difficulty to make good the Payments in England: For this Reason we have been under a Necessity so to model all our Orders upon this Subject, as to confine the Drafts to some Degree of Proportion with our Investments.

50. And this Rule we must not now lose Sight of, although our Intention is to extend the Power of taking up Money as far as it can possibly be carried with any Degree of Prudence.

51. Accordingly, having considered the Matter fully and maturely, and finding by your Letters that you have made a considerable Increase of Investment, it has encouraged us to revoke our former Orders, and in lieu thereof we permit and empower you to draw upon us this Season for £. 200,000, and beyond that Sum for the whole Amount of the Supplies in Specie, which you may be able to send to China to any Extent; depending on your Zeal and Assiduity in extending your Investments in such Manner as may enable us to perform our Engagements, and to continue to you the same Indulgence in future Seasons.

52. Besides the above Sum of £. 200,000, you may grant Bills for the Amount of Lord Clive's Jaghire, if his Agents desire it. You may grant Certificates to the Captain and Officers of each homeward bound Ship, as far as £. 5,000 each Ship, under the express Conditions mentioned in the 114th Par. of our Letter of the 11th November 1768.

53. The Sum of £. 200,000, first to be drawn as above-mentioned, is to be divided and applied among the Company's Servants, Civil and Military, in such Manner as may appear reasonable to you upon an impartial Consideration of their several Situations and Circumstances; and we shall depend upon your making this Disposition in such an equitable Manner as may leave no just Cause of Complaint.

54. The China Remittances are to be open to free Merchants, or any other Persons residing under our Protection, as well as to the Company's Servants, and likewise to whatever Sums shall be offered upon Account of the Estates of deceased Persons.

55. We flatter ourselves your Supplies to China will be considerable, notwithstanding the Scarcity of Silver you complain of in your Letters by the Valentine, Kent, and Verelst. The ill Effects of the Establishment of the Gold Currency were then at their Height and Disorder; for the Time the whole Commerce and Circulation of the Country; when that Mischief ceased, and Gold found its Way again to the Market at its natural Price, we hope that much Silver would again be brought forth, and that the Revenues would be paid in Silver as before.

56. The Bills for the Sum of £. 200,000, first above-mentioned, as well as for Lord Clive's Jaghire, are to be drawn at the Rate of 2 *s*. 2 ¼ *d*. *per* Current Rupee, and at 365 Days Sight; and the Bills for such further Sums as shall be sent to China, are to be drawn at the Rate of 2 *s*. 4 *d*. *per* Current Rupee, payable Three Years after Sight; this Latitude being necessary for enabling the Company to bring the Amount of the Sales of their Cargoes into Circulation at the Time the Bills will become due.

57. You will observe, that we have increased the Rate of Exchange in Proportion to the Time allowed for Payment, and this we mean to be in Lieu of the Interest formerly paid for the exceeding Time after Ninety Days; accordingly you are to give the Bill Holders to understand, they will not be entitled to any Interest upon Bills that will be drawn in Consequence of these Orders.

EXTRACT of the Company's General Letter to Bengal; dated 27th June 1770.

Par. 27. We are advised of the Lapwing Snow's Arrival at Atchin Head, the 26th November last, and her proceeding thence for Bengal the 2d December following; our Letter, dated the 30th June, by that Vessel, acquainted you with our Determination on the Subject of Remittances to be made through our Cash: And being resolved to abide by the Terms and Conditions then established for the Receipt of Money for Bills of Exchange to be drawn upon us, until our further Pleasure shall be

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be ſignified to you thereupon, it is, for the preſent, material only to obſerve, in Reply to that Part of your Letter of the 23d November laſt by the Hampſhire, which acquaints us with your Intention of drawing Bills on the Terms and Rates therein mentioned, that you have, contrary to our repeated and ſtanding Orders, infringed the Power we have ever reſerved to ourſelves, of fixing on the Terms for indulging Individuals with Drafts on our Treaſury here; and therefore do hereby poſitively forbid you to invade that Right, which we are reſolved to maintain in our own Hands, declaring, we ſhall deem you reſponſible for a Breach of this Order, unleſs you ſhall, under the laſt Neceſſity, be fully juſtified in deviating therefrom.

EXTRACT of the Company's General Letter to Bengal; dated 10th April 1771.

Par. 126. The Licence you have taken in reſpect to the Terms on which you have received Money into your Treaſury, for Bills to be drawn on us, to the Amount of upwards of 20 Lacks of Rupees, in direct Oppoſition to our Orders of 30th June 1769, fills us at once with Surprize and Indignation: And we are little leſs affected by the curſory, yet determinate Manner in which you inform us, that you had preferred your own Scheme of Remittance, as more advantageous and leſs diſtreſſing to us, than that we had directed you to purſue. But here, could we paſs unnoticed your having arrogated to yourſelves the Judgment of what Mode would diſtreſs us the leaſt, we cannot but point to you, how erroneous you have been in your Opinion of the ſuperior Advantage of the Method propoſed by you; for, upon an exact Computation made between the Terms preſcribed in our Orders per Lapwing, and the Mode adopted by you, we find that a Loſs will be incurred by the Company of upwards of 3¼ per Cent. even allowing an Intereſt of 4 per Cent. on the Sums, which would be paid ſooner upon the Terms we had directed, than on the three Claſſes of your Drafts on us: This being demonſtrable by the Evidence of Figures, we ſhall not ſtay to ſhew the Defect of any other Motive aſſigned by you for ſo extraordinary a Proceeding.

127. But as in our Letter of the 27th of June laſt, we poſitively forbad you to invade the Right we are reſolved to reſerve to ourſelves, in reſpect to fixing the Terms and Rates on which we may indulge Individuals with Drafts on our Treaſury in England; and as, by any Breach of Orders on the Subject of Remittances, you will become reſponſible for the *Effects of it*; we hope your future Conduct will free us from the Neceſſity of adding the full Weight of our Diſpleaſure to the other Inconveniences which you may draw on yourſelves, by a wilful Diſobedience in a Matter of ſo much Concern; we therefore have here only to remind you, that the Orders we tranſmitted per Lapwing, reſpecting the Amount and Terms of your Drafts on us, are to be punctually obeyed by you (until we ſhall think proper to make any Alteration therein) as you value the Continuance of our Favour, or regard the Conſequences of our Reſentment.

EXTRACT of the Company's General Letter to Bengal; dated 28th Auguſt 1771.

Par. 35. The Surprize and Indignation we felt on the firſt Intimation of your Intentions to open your Treaſury for Sums to be received for Drafts on the Court of Directors, at a Rate of Exchange different from our preciſe and poſitive Orders in this Reſpect, are increaſed to ſuch a Degree, on finding to what Extent you have preſumed to violate thoſe Orders, that we want Words to expreſs our Reſentment at the Conduct of ſuch of our Servants as have thus manifeſted a total Diſregard to the Credit and Intereſt of the Company, when the Convenience and Benefit of Individuals were in Competition with it.

36. We have indeed ſo fully apprized you (in our Letters of 27th June 1770, and 10th April 1771) in what Light we ſhould conſider every Deviation from our Orders reſpecting Bills of Exchange, that it is altogether unneceſſary for us to inforce them, by a Repetition of Commands which have avowedly been counteracted. We, however, take this Occaſion to repeat the Reſolution we have taken, to make our Servants accountable to us for all the ill Effects which may reſult from their Diſobedience, in a Point of ſo important a Nature. And here we think proper to adviſe you, that in Conſequence of ſuch Reſolution, we ſhall forthwith form a Calculate of the Loſs and Damage which the Company may ſuſtain by the unwarrantable Conduct of our Servants, who have preſumed to infringe on our Authority, and deviate from the Terms we had preſcribed for Remittances through the Company's Caſh; and whatever Loſs ſhall appear to ariſe from the Mode adopted by our Servants, in Oppoſition to our Orders, we ſhall expect and require them to make good to the Company on their joint or ſeparate Capacities.

EXTRACT of Poſtſcript; dated the 29th Auguſt 1771.

The further Inſtance you have given us of your Diſobedience to our Commands, in the Drafts you have made on us by the Worceſter, conſtrains us to add, to what we have already written on the Subject of Bills of Exchange, that you are, on no Account or Pretence whatever, to iſſue in future Bills on us for more than the Amount of £. 100,000, payable in one Year, excluſive of Lord Clive's

 Jaghire,

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Jaghire, and Certificates to Commanders and Officers of Ships, and at the Rate of Exchange expressed in our Orders in 1769, by the Lapwing. You are to consider our Orders on this Point as positive, and on no Account to deviate therefrom; for we are determined you shall be answerable to us for all Consequences which may ensue from our refusing to accept such Bills as shall not be drawn in Conformity to our present Commands.

Nevertheless, if any Persons should choose to pay in Money to be sent to China for Bills on us, payable in three Years, according to the Terms formerly prescribed per Lapwing, you may in that Case, and in that only, receive Cash to any Amount, and issue Bills on us accordingly.

EXTRACT of the Company's General Letter to Bengal; dated 24th November 1772.

Par. 12. From our repeated Orders on the Subject of Remittances by Drafts on us, you have been thoroughly warned of the Difficulties that we apprehended would one Day befal the Company, from your acting contrary thereto: That Day is now come upon us, and we are labouring under the greatest Pressure, in regard to a Want of Cash, that we have ever yet felt; and indeed the Want is so great, that nothing but the Aid we shortly expect from Parliament can possibly give us Relief at present. Your unwarrantable Conduct in drawing on us last Year for upwards of One Million Sterling, added to the Imprudence of our Servants at Bombay in that Respect, and the further Sum of One Million the Company will lose by Indemnity on Tea, have been the Means of creating these Difficulties. However, bad and disagreeable as our Situation is, it behoves us to take the most eligible Methods to yield us future Supplies; and those appear to us to be, a Reduction of our Civil and Military Expences in India, and the procuring a large and ample Investment in the choicest Piece Goods that the Country of Bengal can produce, that are proper for the Europe Market, with the largest Returns in Raw Silk that are possible. In regard to Piece Goods, Mr. Guinaud, from his great Knowledge in that Branch of Commerce, will sufficiently guide you as to the proper Assortments; nor will Messrs. Wiss and Robinson, whose Assortments of Raw Silk already sent us have met with the most general Approbation, be less able to afford you Assistance in that Article: And we most earnestly recommend, that neither Care or Attention be wanting on your Part to effectuate these great Objects, as well by procuring a large Investment, as reducing your Civil and Military Charges; for should you discover a Supineness or Negligence in these Matters, when our Affairs call aloud for the Exertion of your utmost Abilities, we shall not fail to shew that just Resentment on those who may so offend, that is at all Times, though necessary, yet one of the most unpleasing Parts of our Duty as Directors.

15. Notwithstanding any Thing said in the preceding Paragraph, you are hereby absolutely prohibited drawing Bills or passing Certificates upon us for any Sums, or in favour of any Persons whatsoever, in the Year 1773, except Certificates only for such Sums as the Commanders and Officers of our freighted Ships are permitted, according to our standing Orders in their Instructions, to pay into our Cash in Part of their Privilege; observing, that we include in this prohibitory Order, your Drafts for Lord Clive's Jaghire, or for any Money we have heretofore permitted you to receive for Bills on us: And you are further positively enjoined to make all possible Savings in each Branch of our Affairs, for the Distresses of the Company are such as immediately and loudly call for every Assistance, and the retrenching every Expence.

EXTRACT of the Company's General Letter to Bengal; dated the 23d September 1772.

Par. 5. Although we have fully and repeatedly apprized you of the Light in which we consider the Licence you have taken in deviating from our express and positive Orders of 30th June 1769 (per Lapwing) respecting your Remittances through the Company's Cash; yet the Effects of your Disobedience being of such a Nature as may endanger the Credit of the Company, we deem it necessary by this Conveyance, to renew our peremptory Injunctions that you do not, on any Account or Pretence whatsoever, issue Bills for more than the Amount of One hundred thousand Pounds (exclusive of Lord Clive's Jaghire, and Certificates to Commanders and Officers of Ships, payable in One Year, and at the Rate of Exchange expressed in our said Orders per Lapwing); which Orders are to continue in full Force, until we shall signify our further Pleasure herein.

EXTRACT of the Company's General Letter to Bengal; dated 10th December 1773.

47. The Subject of Remittances through the Company's Cash, by Bills of Exchange on the Court of Directors, having been considered in the last Session of Parliament, a Law was accordingly enacted, restricting the Company from accepting, or otherwise binding themselves for the Payment of, any Bills of Exchange, drawn by any of their Officers or Servants, at any of their Presidencies in the East Indies, for any Sum exceeding Three hundred thousand Pounds, exclusive of Certificates, to the Amount of Five thousand Pounds, to the Commanders and Officers of each of the Company's Ships, in the Space of any One Year, without the Consent or Order of the Commissioners of His Majesty's Treasury, or the High Treasurer for the Time being.

48. It

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48. It therefore only remains with us to notify the said Law to our Servants in India, and to proportion the Drafts allowed to be made on us for the said Three hundred thousand Pounds; which we hereby do, so far as concerns your Presidency, in the following Manner:

To Bengal, One hundred and Fifty-five thousand Pounds, to be remitted by our Civil and Military Servants; and the further Sum of Twenty-five thousand Pounds, one Moiety of which latter Sum we would have reserved for the Benefit of Free Merchants and others not in the Company's Service, and the other Moiety for the Advantage of deceased Persons Estates, and of Persons returned from the Company's Service.

49. And it is our Pleasure that in the said Sum of £. 155,000, you are to include Lord Clive's Jaghire, which with the Sum of £. 25,000 as above mentioned (making together £. 180,000) is to be considered as the total Amount of the Bills to be drawn by you in the Course of One Year, commencing from the 1st August 1774, and ending the 31st July 1775. But we do not mean to include in that Sum the £. 5,000, for which you are permitted, in pursuance of the said Act, to grant Certificates to the Commanders and Officers of each of the Company's Ships during the Course of their Voyage.

50. And it is also our Pleasure, that in the above-mentioned Sum of £. 25,000, you do include the Sum of £. 5,000, which is about One-third Part of the Amount of the late Mr. Watts's Effects, as mentioned in our Letter of the 25th March 1772.

51. The Bills you may draw for at *2s. 2½d.* each Current Rupee, and must be made payable at 12 Months, and not at 365 Days, after Sight, without Interest; and the Certificates must be made out as usual, without mentioning either the Rate of Exchange, or the Term for Payment.

52. Whatever else is needful for your Information upon this Matter will appear by the Act above referred to, Copies whereof have been and will be transmitted in the Packets by the Ships Asia and Bute.

EXTRACT of the Company's General Letter to Bengal; dated 31st May 1781.

Par. 17. We have taken into Consideration all Circumstances relative to the Bills of Exchange drawn by you in lieu of the Amount authorized to be drawn for deceased Persons Effects, and have agreed to accept the said Bills; but we by no Means approve the Principle assigned upon which they are drawn; we therefore positively prohibit the drawing of any Bill or Bills of Exchange, to be paid by the Company in England, except such as shall be specifically appropriated and described by our Orders, and except in Cases of actual Emergency, which shall fully warrant a Deviation from this Order.

EXTRACT of the Company's General Letter to Bengal; dated 12th July 1782.

Par. 57. Mr. Samuel Farmer, in behalf of Mrs. Farmer and others claiming under the Will of the late Captain Edward Roch, having represented to us, that the Attornies of William Bensley, Esq; the acting Executor, had been refused Payment of Two Bonds, One for Current Rupees 48,900, and the other for 8,700 Current Rupees, bearing Interest at 5 per Cent. per Ann. owing to the Sub Treasurer's Construction of a Memorandum made on those Bonds by Mr. Bensley; but that Gentleman having signified to us his Desire, that the abovementioned Bonds may be paid to his Attornies; we therefore direct that you pay the said Two Bonds, one of which is Nº 858, dated 17th July 1776, for Current Rupees Forty-eight Thousand Nine hundred; and the other, Nº 859, dated 31st July 1776, for Eight thousand Seven hundred Current Rupees, with such Interest as may be due thereon; and grant Bills of Exchange for the Amount, payable to William Bensley, Esq; or Order.

58. As we are apprehensive of a great Deficiency in our Cash in England, in consequence of the Stagnation of our Commerce, we are under the Necessity of prohibiting you from drawing any Bills of Exchange upon the Court of Directors the ensuing Season, except upon the most urgent Occasions, unless it be for the Amount of the Bonds mentioned in the preceding Paragraph, the Sum of £. 27,000 for Lord Clive's Jaghire, and £. 200 to Sir Charles Raymond, Bart. Should you deviate from our above Order, your Justification will depend entirely on the evident Necessity you shall be under for so doing.

EXTRACT of the Company's General Letter to Bengal, dated 28th August 1782.

Par. 32. Having drawn upon us by the Ships of this Season for the Remainder of the unclaimed Sums permitted to be drawn in 1780, on Account of deceased Persons Estates, which we have accepted, although we have disapproved of the Measure in our Letter of the 31st May 1781; we here repeat the Orders then given, prohibiting your drawing any Bill or Bills of Exchange, to be paid by the Company in England, except such as shall be specifically appropriated and described by our Orders, and except in Cases of actual Emergency, which shall warrant a Deviation from this Order.

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APPENDIX, N° 11.

(COPY.)
RESOLUTION of the Governor General and Council, dated 8th April 1782:
AND
PLAN of an Investment to be provided by Subscription.

COPY of a Resolution of the Honourable the Governor General and Council, dated 8th April 1782.

THE Board judging it necessary, before they close their Dispatches for Europe, to come to some Determination on the Letter from the Board of Trade, respecting the Supplies which may be allotted for the Investment of the Year 1782-3, and being now furnished with the following Papers, they proceed to take them into Consideration.

Lists of Ships now in India, and expected in the Course of this Season.

Blandford,	— —	Coast and Bay.
Earl of Chesterfield,	—	D°.
Egmont,	— —	D°.
Nassau,	— —	Bombay and Bengal.
Tartar,	— —	Coast and Bay.
Salisbury,	— —	D°.
Northumberland,	— —	St. Helena and Bengal.
Thames,	— —	China,
Deptford,	— —	*Bombay.*

Ships taken up, which would probably compose the November Fleet.

Ceres,	—	Snow.
Talbot,	—	Hindman.
Norfolk,	—	Bonham.
Ganges,	—	Richardson.
Hawke,	—	Cotton.
Calcutta,	—	Thompson.
Morse,	—	Kent.
Worcester,	—	Cooke.
Royal Henry,		Dundas.
Alfred, —	—	Brown.

In the Country.

Neptune, expected from Bombay.
Chapman.
Resolution.
Southampton, going to Bombay, and may be too late to save the Season for China.

State of the Warehouse, and Estimate of the Investment expected by the End of April 1783.

Goods in the Import Warehouse 28th February 1782, as per Report, amounting to Current Rupees — — — — — — —		1,16,86,500
Amount of Cargoes for the following Ships, as per Statements, exclusive of Charges,		
Valentine, — —	C. Rup^s. 15,38,100	
Resolution — — —	15,83,030	
Chapman — — —	12,13,900	
Southampton — — —	20,000	
		43,55,030
		73,31,470
Goods expected in the Course of the Year, from the Factories and Aurungs, estimated at — — — —		35,00,000
	Current Rupees	108,31,470

Calcutta, 29th March 1782.

(Signed) P. M. Dacres.

The

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The Board remark, from these Accounts, that there will be Fourteen Ships which may be expected in the Course of the ensuing Season; and deeming it adviseable to lessen the Risk to the Company, by diminishing the Value of the Cargoes, and lightening the Burthen of the Ships, so that they may be able to sail with greater Expedition, and, if attacked, to make a better Defence against an Enemy;

Resolve, That it be recommended to the Board of Trade, not to lade more than the chartered Tonnage on any Ship which they shall dispatch to Europe during the War. By this Rule it may be concluded, that the Goods now ready, and expected in the Course of the Season, will furnish Cargoes for Nine Ships.

But as the Court of Directors will probably have dispatched a subsequent Fleet of Ships in March last, which is not included in the above List; and as it is reasonable to suppose that the Tonnage from Europe will be increased by the Number of Vessels which may come out to India with Troops and Military and Naval Stores, of which there is necessarily at present a greater Expenditure; it will be proper likewise to provide for the Return of these Ships, which must otherwise remain upon Demorage.

The Board at the same Time take into their mature Consideration the distressed State of the Company's Affairs in the Carnatic, and the Necessities of the Presidency of Fort Saint George, which, by the last Letter from the President and Select Committee, appear to be so great, that without the most ample Support and Assistance from this Government, they seem to despair of saving the Country from the Hands of our combined Enemy: This Object must therefore claim the first Attention of the Board, and will evidently require all their Exertions and Resources to provide for it. Thus circumstanced, they are convinced of the Impossibility of allotting any Sum whatever to the Board of Trade, for an Investment this Year, out of the Public Funds, excepting the Amount, which they will of course realize, from the Sale of the Company's Import Goods, as falling within their own Department. But reflecting at the same Time, that the total Stoppage of the Investment might have a very prejudicial Effect upon the Company's Credit in Europe; and as it appears necessary to prevent, if possible, the great Charge of Demorage which will be incurred, if the Ships are either suffered to remain here without Cargoes, or to return empty; and, if possible, to prevent the Foreign Nations from reaping the Benefit of the Trade from this Country;

The Board think it eligible to adopt the following Plan for furnishing an Investment by Subscription from Individuals, who shall be entitled to the Indulgencies of Tonnage and Freight upon the Company's Ships, according to the Mode allowed for the Privilege of the Captains and Officers.

The Benefits of this Plan may be comprized within the following short Propositions.

1st. That it will furnish complete Cargoes for all the Company's Ships, which must otherwise lie on Demorage, or return empty.

2d. That it will keep up the processes Currency of the Investment.

3d. That it will open a new Channel of Remittance, and abolish the Practice, by precluding the Necessity of it, of remitting private Fortunes by Foreign Bottoms.

4th. That it will prevent the Exportation of Bullion.

5th. That it may lead, with the Improvement which Experience will suggest, to some permanent Mode of Remittance for private Fortunes, which, for many Years past, has been a great and pernicious Drain to these Provinces, of combining it with the regular Provision of the Company's Investment.

6th. That it will yield some Profit to the Company, without Risk; and the national Gain will be the same as that upon the regular Trade.

A true Copy.

J. P. Auriol, Sec^y.

PLAN of an Investment to be provided by Subscription.

1st. That Subscriptions be opened, for the Sum of 80 Lacks of C. Rs. divided into 8000 Shares of C. Rs. 10,000 each; which shall be applied to the Provision of an Investment, consisting of 10-16ths of Raw Silk and Silk Piece Goods, and of 6-16ths of Cotton Piece Goods.

2dly. That a Book be opened at the Secretary's Office, for inserting the Names of the Subscribers, with the Number of Shares for which they shall respectively subscribe, until the 31st of next Month, when it shall either be closed, or continued open to a further Period, by Order of the Board, and due Notice given.

3dly. That the Advances shall be made by the Subscribers in the following Proportions, and at the following Periods:

One-half by the 30th June,
One-fourth the 15th August, and
The remaining Fourth 15th December.

4th, That three senior Servants of the Company, being Members of the Board of Trade, shall be appointed Commissioners for the Receipt of the Sums subscribed, and for the Charge and Management of the Investment, to be provided with them; and to whom the Subscribers shall agree to entrust the entire Management of it.

5th, That conformably to the Example of the Company, in the Constitution of the Board of Trade, and

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and the Succession of the Members to vacant Offices, the President be appointed Senior Commissioner, and the two other Commissioners be appointed by Ballot of the Members of the Board of Trade, now resident at the Presidency.

6th, That the Commissioners shall be allowed a Commission, formed on a gross Allowance of Seven per Cent. upon the net Produce of the Sales in England, with a Deduction from the said Allowance of all the Charges of Office, of sorting, of embaling, of shipping, and all other contingent Charges incurred on the Goods, from the Time of their being received in Calcutta to that of their being laden on their respective Ships; reckoned at the Exchange of 2 *s.* 6 *d.* for each Current Rupee, and with a further Deduction of the Proportion of the Commission from the Surplus, which shall hereinafter be declared to be the Property of the Company.

7th. That the Commission shall be divided between the Commissioners, in the Proportion of 4-10ths to the senior Commissioner, and 3-10ths to each of the other Commissioners: That for the Satisfaction of the Subscribers, the Commissioners shall, upon their entering upon their Office, declare upon Honour, that they will neither derive nor receive any Advantage or Emolument whatsoever, directly or indirectly, from the Provision of the Investment, or from any Engagement or Transactions, except their allowed Commission; nor knowingly suffer any other Person acting under their Authority to take any undue Advantage. Which Declaration shall be made in Writing, subscribed by them jointly, and lodged with the Governor General and Council; and every new Commissioner, on his succeeding to that Charge, shall sign to the same Declaration.

8th. That the Duty of Government shall be charged in Account, upon the Goods provided with the Amount of the Subscription, and shall be remitted and brought again to their Credit, as is the Practice with the Duty charged on the Company's Investment.

9th. That the Goods provided with the Amount of the Subscription, shall be shipped on Account of the Honourable Company, and consigned by separate Invoices to the Court of Directors.

10th. That the said Goods, after their Arrival in England, shall be sold on the Company's Account, and at the usual Periods of their Sales.

11th. That after Payment of Duties, Proportion of Freight, and such other Deductions for Privileges as are customary in England, with private Trade, laden on the Company's Ships, the Remainder of the Produce of the Sales shall revert to the Subscribers, and be declared to be their Property, and divided in Proportion to their respective Shares, payable at the usual Periods, after the Sale of each Cargo.

12th. But if the Œconomy of the Commissioners, the Quality of the Goods, or the Demand of the Market, should cause the net Produce of the Sales, after deducting all Charges, including in the Charges the Amount of the Commission, to exceed the Rate of 2 *s.* 2 *d.* for each Current Rupee of the Invoice Amount, the Surplus shall be taken by the Company as their Property.

13th. That Certificates, in quadruplicate, of each Subscriber's Proportion, in each separate Cargo, signed by the Commissioners, shall be delivered to each Subscriber, to entitle him to receive his Share in the Dividends.

14th. That the Purchases of Raw Silk be reduced, conformably to the following Instructions from the Court of Directors, in their General Letter, bearing date 12th May 1780, Paragraph 31 and 39, and lower if it can be.

"Par. 31. Our Intentions are to promote the Italian Filature, and to encrease, as much as possible, "the white Sort of Silk, which ought never to be spun coarser than 5 to 6 Cocoons. For every Qua- "lity a proportionable Price should be allowed; and we apprehend, that for the Quality of 5 to 6 "Cocoons, white Sort, the Price should not be higher than — 13 Sicca Rupees per Seer

" That of	5 to 6	D°	Yellow	D°	—	12	—	D°
" That of	7 to 8	D°	D°	D°	—	11	8	D°
" That of	9 to 10	D°	D°	D°	—	11	—	D°
" That of	10 to 12	D°	D°	D°	—	10	8	D°
" That of	18 to 20	D°	D°	D°	—	9	12	D°

"Particular Care must be taken in receiving the Silk, not to pay the Price agreed for unless the "Quality corresponds exactly with the Muster and Agreement; and it must be the Business of the "Chief, and the Export Warehouse Keeper, to attend to this Point."

"Par. 39. You must give particular Attention, that true Proportion be observed between the "Prices, which we judge might be fixt for the various Qualities of the Filature Raw Silk, and which "will, on an Average, render it about Sicca Rupees 11 per Seer, for the Five Sorts Yellow; the old "Bengal wound, in Assortment of Five Letters, should not exceed 7 Rupees per Seer. And we "must inform you, that the Company will always lose by Silk, in Proportion as you exceed the Price "above mentioned."

15th. That it shall be allowable for the Commissioners, with the Approbation of the Governor General and Council, from Time to Time, to make such other Regulations as they shall judge necessary for the general Interests, or for ascertaining and securing the particular Rights of the Subscribers.

A true Copy,

J. P. Auriol, Secretary.

APPENDIX,

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A P P E N D I X, N° 12.

EXTRACT of Bengal General Consultations, 30th July 1781.

ORDERED, That the Treasury be opened for the Receipt of C. Rs. 10,00,000, to be taken up on the above Remittances to China, and on the Terms mentioned in the following Advertisement.

Fort William, 30th July 1781.

A D V E R T I S E M E N T.

The Honourable the Governor General and Council having resolved to export the Opium now in their Warehouses to China, to serve in lieu of the usual Remittance in Bullion; they hereby give public Notice, That they will open their Treasury for the Receipt of Current Rupees 10,00,000, from the Civil and Military Servants of the Company, the Representatives of those retired from the Service and gone to Europe, or the Administrators to the Estates of deceased Persons. Certificates will be granted by the Honourable the Governor General and Council; which will entitle those who pay in Money to Bills, to be drawn by the Supra Cargoes at Canton, for the Proceeds of the Opium, on the Court of Directors in Leadenhall Street, at the Rate of Sicca Rupees 214 and 4 Pice per 100 Spanish Dollars; and the Dollar to be rated at whatever may be the Exchange fixed by the Supra Cargoes for the Season in which the Bills shall be drawn. Subscriptions will be received at the Secretary's Office, from all Servants of the Company, Civil or Military, who are willing to partake of this Remittance, provided they be delivered in before the 25th of next Month. A Distribution will then be made of the Remittance; the Shares to be regulated by the Rank which the Subscribers hold in the Service: Which Distribution will be lodged at the Treasury; and the Amount allotted to each Subscriber to be paid into the Treasury on or before the 10th September, after which the Treasury will be closed.

The Risque of the Voyage to be on Account of the Company; and should any Accident happen to prevent the safe Arrival of the Ship on which the Opium is to be laden, in China, the Money subscribed will be repaid at the Treasury in Fort William, with an Interest of Eight per Cent.; or should the Ship not carry Funds to China equal to the Amount subscribed, the Supra Cargoes will curtail, from the Drafts allotted to each Subscriber on the Court of Directors, a Sum equal to the general Deficiency on the whole Remittance; and whatever Sum may be so curtailed, will be repaid at the Treasury in Calcutta, with an Interest of 8 per Cent. a Voucher being produced from the Supra Cargoes, that such Deduction was made.

Ordered, That the above Advertisement be immediately published, and a Copy sent to the Sub Treasurer, with Directions to receive the Amount subscribed, whenever the different Shares shall be determined, agreeable to the Terms inserted therein.

EXTRACT of Bengal General Consultations, the 22d November 1781.

The Board taking into Consideration the Necessity of raising Money upon the Opium which is to be consigned to the Supra Cargoes at Canton by the Nonsuch, in consequence of their Resolution of the 17th September, and referring to the Publication issued on the 30th July last, upon the Occasion of lading 1490 Chests of Opium on the Betsey, the Proceeds of which are to be paid into the China Treasury;

Agreed, That the following Publication shall be now issued, for taking up the Amount of 10 Lacks of Rupees, on the like Terms, for the present Occasion.

WHEREAS the Honourable the Governor General and Council have resolved to take up a further Loan of 10 Lacks of Current Rupees, upon the Security of the Opium now preparing to be exported by the Nonsuch, on the same Terms as that which has been received in consequence of their Advertisement, dated 30th July last, upon the Opium exported by the Betsey;

Notice is hereby given, That Subscriptions will be received at the Secretary's Office to the Amount of 10 Lacks of Rupees, to be paid into the Treasury by the Parties subscribing, any Time before the 31st January next, for Certificates to be granted by the Honourable the Governor General and Council, to be exchanged at Canton for Bills at the usual Sight, on the Honourable the Court of Directors, to be drawn by the China Supra Cargoes, for the Amount which shall be realized from the Sale of the said Opium, at the Rate of Sicca Rupees, 214, and 4 Pice per 100 Spanish Dollars, and the Dollar to be valued in Sterling Money, at whatever Exchange may be fixed by the said Supra Cargoes, for the Season in which the Bills shall be drawn.

The Risque of transporting and selling the Opium will be on Account of the Company; but should its safe Arrival or Sale be prevented by any Accident, the Money subscribed in consequence of this Publication is to be repaid to the Subscribers, or their Assigns, at the Treasury in Fort Wil-

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liam, with Interest, from the Date of its Receipt, at the Rate of 8 per Cent. per Annum; or if the Fund realized at China from this Consignment shall be unequal to the Sum received here upon it, the Supra Cargoes are to limit their Drafts in Proportion to each Subscriber, and the Difference will be repaid to them respectively, with Interest after the above Rate, at the Treasury in Calcutta, on tendering Vouchers from the Supra Cargoes expressive of such Deficiency.

Fort William,
22d November 1781.

By Order of the
Honourable the Governor General and C°.

APPENDIX, N° 13.

ARTICLES of a Treaty and Agreement, concluded between the Governor and Council of Fort William, on the Part of the English East India Company, and the Nabob Syef ul Dowla.

On the Part of the Company.

WE, the Governor and Council, do engage to secure to the Nabob Syef ul Dowla, the Soubahdarry of the Provinces of Bengal, Bahar, and Orissa, and to support him therein, with the Company's Forces, against all his Enemies.

On the Part of the Nabob.

Article I.

The Treaty which my Father formerly concluded with the Company, upon his first Accession to the Nizamut, engaging to regard the Honour and Reputation of the Company, and of the Governor and Council, as his own; and that entered into with my Brother, Nabob Nazim ul Dowla; the same Treaties, as far as is consistent with the true Spirit, Intent, and Meaning thereof, I do hereby ratify and confirm.

Article II.

The King has been graciously pleased to grant unto the English East India Company the Dewanneeship of Bengal, Bahar, and Orissa, as a free Gift for ever; and I having an entire Confidence in them, and in their Servants settled in this Country, that nothing whatever be proposed, or carried into Execution by them, derogating from my Honour, Dignity, Interest, and the Good of my Country, do therefore, for the better conducting the Affairs of the Soubahdarry, and promoting my Honour and Interest, and that of the Company, in the best Manner, agree, that the protecting the Provinces of Bengal, Bahar, and Orissa, and the Force sufficient for that Purpose, be entirely left to their Discretion and good Management, in Consideration of their paying the King Shah Aalum, by monthly Payments, as by Treaty agreed on, the Sum of Rupees 21666610. 9; and to me, Syef ul Dowla, the annual Stipend of Rupees 4186131 9; viz. the Sum of Rupees 1778854. 1. for my House, Servants, and other Expences indispensably necessary; and the remaining Sum of 2407277 8. for the Support of such Sepoys, Peons, and Bercundasses, as may be thought proper for my Aswary only; but on no Account ever to exceed that Amount.

Article III.

The Nabob Minaugh Dowla, who was, at the Instance of the Governor and Gentlemen of the Council, appointed Naib of the Provinces, and invested with the Management of Affairs, in Conjunction with Mah Rajah Doolubram, and Juggat Seat, shall continue in the same Post, and with the same Authority, and having a perfect Confidence in him, I moreover agree to let him have the Disbursing of the above Sum of 2407277. 8. for the Purposes above-mentioned.

This Agreement (by the Blessing of God) I hope will be inviolably observed, as long as the English Company's Factories continue in Bengal.

Dated this 19th Day of May, in the Year of our Lord 1766.

(Signed)

W. B. Summer.
H. Verelst.
Randolph Marriott.
H. Watts.
Claud Russell.
W. Aldersey.
Thomas Kelsall.
Charles Floyer.

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EXTRACT of the Articles of a Treaty and Agreement between the Governor and Council of Fort William, on the Part of the English East India Company, and the Nabob Mebarick ul Dowla; dated 21st March 1770.

Article IId.

The King has been graciously pleased to grant unto the English East India Company the Dewannee ship of Bengal, Bahar, and Orissa, as a free Gift for ever; and I, having an entire Confidence in them, and in their Servants settled in this Country, that nothing whatever be proposed, or carried into Execution by them, derogating from my Honour, Interest, and the Good of my Country, do therefore, for the better conducting the Affairs of the Soubahdarry, and promoting my Honour and Interest, and that of the Company, in the best Manner, agree, that the protecting the Provinces of Bengal, Bahar, and Orissa, and the Force sufficient for that Purpose, be entirely left to their Direction and good Management, in Consideration of their paying the King Shah Aalum, by monthly Payments, as by Treaty agreed on, the Sum of Rupees Two Lacks Sixteen thousand Six hundred and Sixty-six, Ten Annas, and nine Pice (Rupees 2,16,666. 10. 9.): And to me Mebarek ul Dowla, the annual Stipend of Rupees Thirty-one Lacks Eighty-one Thousand nine hundred and Ninety-one, Nine Annas, (31,81,991. 9.) viz. the Sum of Rupees Fifteen Lacks Eighty-one thousand Nine hundred and Ninety-one, Nine Annas (15,81,991. 9) for my House, Servants, and other Expences indispensably necessary, and the remaining Sum of Rupees Sixteen Lacks, (Rupees 16,00,000) for the Support of such Sepoys, Peons, and Bercundasses, as may be thought proper for my Asswarry only, but on no Account ever to exceed that Amount.

EXTRACT of Select Letter from Bengal; dated the 18th March 1770.

The sudden Demise of the Nabob, Syef ul Dowla, which happened a few Days ago, is an Event we deem our Duty to communicate by the earliest Conveyance. *A malignant Small Pox*, which has raged, and continues to rage with great Violence at Murshedabad, was the Occasion of his Death; and the Grossness of his Habit, joined to the Exercise of some Intemperances, gave double Force to the Disorder, and hastened his Fate.

Mabarek ut Dowla, his younger Brother, who is about the tenth Year of his Age, being the next in the Line of Succession, has, by the President and Council, been recognized, and Orders have been transmitted to the Resident at the Durbar, to assist the Ministers in seating him with the usual Formalities on the Musnud, which is a Measure we hope will prove the most consistent with your Interest, as well as with the Meaning of the 10th Paragraph of your General Letter of the 16th March 1768; and is also a popular Election in the Eyes of the Natives.

EXTRACT of General Letter from Bengal; dated the 25th August 1770.

Par. 47. The Nabob, Syef ul Dowla, was, after a few Days Illness, carried off by the malignant Small Pox, on the 10th of March last, about Three o'Clock in the Afternoon.

48. The Resident at the Durbar immediately informed us of it, and we ordered Minute Guns to be fired, and every other Ceremony to be solemnized, usual on such Occasions.

49. As the Right of Succession had been established by you, in the present Line of the Family, we sent immediate Directions for setting the late Nabob's Brother, Mahbaurek ul Dowla, on the Musnud; we proclaimed him in Calcutta; and we directed Messrs. Becher and Aldersey, to attend the Ceremony at the City, and to assure his Excellency of our Support and Attachment.

50. The Allowances received by his Brother were, according to your Orders of the 16th March 1768, continued to the new Nabob.

51. We likewise drew out a new Treaty to the same Purport as that entered into by the late Nabob; and, after it was executed, we delivered one Copy to his Excellency, another was put into the Hands of the Ministers, a third is deposited amongst our Archives, and the fourth we send you in this Packet.

EXTRACT of General Letter to Bengal; dated 10th April 1771.

Par. 36. When we advert to the Encomiums you had passed on your own Abilities and Prudence, and on your Attention to the Company's Interest (in the Expostulations you have thought proper to make on our Appointment of Commissioners to superintend our general Affairs in India) we cannot but observe with Astonishment, that an Event of so much Importance as the Death of the Nabob Syef ul Dowla, and the Establishment of a Successor in so great a Degree of Nonage, should not have been attended with those Advantages for the Company, which such a Circumstance offered to your View.

37. We mean not here to disapprove the preserving the Succession in the Family of Mir Jaffir; on the contrary, both Justice and Policy recommend a Measure, which at once corresponds with the

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Customs and Inclinations of the People in Bengal; but when we consider the State of Minority of the new Subah, we know not on what Grounds it could have been thought necessary to continue to him the Stipend allotted to his adult Predecessors.

38. Convinced as we are, that an Allowance of Sixteen Lacks per Annum will be sufficient for the Support of the Nabob's State and Rank while a Minor, we must consider every Addition thereto as so much to be wasted on a Herd of Parasites and Sycophants, who will continually surround him; or at least to be hoarded up; a Consequence still more pernicious to the Company. You are therefore, during the Nonage of the Nabob, to reduce his annual Stipend to Sixteen Lacks of Rupees. And this we have the greater Reason to require, as we find ourselves subjected to the Payment of large Sums, due from the Revenues of the Dewanny before the Company became possessed thereof, on Account of the Navy Donation, and the Arrears of that to the Army; the Balance due for Restitution to Europeans; Colonel Munro's Demand of Two Lacks; the Debt to Bolockidass, and the annual Sum of One Lack for Ten Years, which we have agreed to pay to Juggat Seat; all which press on us with such united Force, that our Treasury will be unable to satisfy these several Demands, without wounding our commercial Interests, and endangering our Possessions in Bengal. Being once relieved from this Load of Incumbrances, the Savings we may expect from this Reduction, will properly become a Fund for Military Exigencies; which Fund, being solely applicable to the Defence of the Provinces, will contribute no less to the Nabob's future Benefit, than to that of the Company.

EXTRACT of Bengal Secret Consultations, the 20th July 1781.

Extract of Heads of Instructions, from the Governor General to the Nabob Mobarek ul Dowlah, respecting his Conduct in the Management of his Affairs.

3d. Your monthly Income is 1,33,333. 5. 6. 3. let the Sum of 1,16,000 Rupees be appropriated to your monthly Expences, in the Manner proposed by the first Article, and the Remainder, being 17,333. 5. 6. 3. per Month, set apart for the Payment of your Debts.

The Secretary acquaints the Board, that in Obedience to the Orders of Mr. Wheler, *he Yesterday wrote the following Letter to the Committee of Revenue:*

Gentlemen,

It having been represented, that the punctual Payment of the Nabob Mobarek ul Dowlah's Stipend is absolutely necessary to render the Arrangements which have lately been made with him effectual, I obey the Orders of the Board, in desiring, that you will adopt such Measures as will secure the regular Advance of 1,30,000 Rupees per Mensem to the Resident at the Durbar, to enable him to discharge the Nabob's Stipend.

Council Chamber, *19th July 1781.* — I am, &c.

APPENDIX, N° 14.

STATE of Madras Trade.

GEORGE SMITH, Esquire, attending according to Order, was asked, How long he resided in India, where, and in what Capacity? he said, He arrived in India in the Year 1764; he resided at Madras from 1767 to October 1779. Being asked, What was the State of the Trade at Madras, at the Time when he first knew it? He said, It was in a flourishing Condition, and Madras one of the first Marts in India. Being asked, In what Condition did he leave it with respect to Trade? he said, At the Time of his leaving it, there was little or no Trade, and but one Ship belonging to the Place. Being asked, In what State the interior Country of the Carnatic was, with regard to Commerce and Cultivation when he first knew it? he said, At that Period he understood the Carnatic to be in a well-cultivated and populous Condition, and as such consuming a great many Articles of Merchandize and Trade. Being asked, In what Condition it was when he left Madras, with respect to Cultivation, Population, and Internal Commerce? he said, In respect to Cultivation, greatly on the Decline, as also in respect to Population; and as to Commerce, exceedingly circumscribed. Being asked, What was the general Produce of the Revenues of the Nabob of Arcot, when he first became acquainted with the Subject? he said, He understood that the Revenues of the Nabob amounted to Thirty Lacks of Pagodas per Annum, clear of the Expences or Charge of Collection. Being asked, At what they were estimated when he left India? he said, He cannot exactly say, for they were greatly diminished; one Instance of which is, that the Revenues of the Province of Arcot, in 1765 and 1766, yielded Fifteen Lacks of Pagodas per Annum, and before his Departure from Madras it was said to have yielded the Nabob only Eight Lacks per Annum; and that the other Countries had proportionably

diminished

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diminished in their Revenues, owing to a Want of Cultivation. Being asked, To what he thinks that Want of Cultivation was owing? he said, He has heard, and does apprehend, that Want of Cultivation was owing to the Oppression of the Nabob's Government over the Inhabitants. Being asked, Upon what Authority he grounded his Opinion? he said, From the Conversation of the Natives, and the general received Opinion of the Community at large at Madras.

APPENDIX, N° 15.

EXTRACT of the General Letter from Bengal; dated 30th November 1778.

Par. 23. IN our last Letter we advised you of the Differences which existed between us and the Board of Trade, on the Subject of the Supplies granted to their Department, for the Provision of the Annual Investments, from the Date of their Establishment to the End of the present Season; and transmitted some Accounts thereof for your Notice. As we have held a further Correspondence with the Board of Trade on this Point, we think it proper to request your Attention to the Papers which relate to it, entered in the Consultations referred to in the Margin. Conf. 24th Sep. 15th Oct. 2d Nov.

24. You will observe from those Materials, and from the Accounts which are enclosed in this Packet, that we have admitted the large Sums drawn from us by the Commercial Agents in the Years 1776-7, and 1777-8, over our stated Promises for those Years; and by setting the Amount of Goods actually exported, with Charges of every Denomination, against the Amount of Advances actually made to the Commercial Department, we struck the Difference on the 30th April 1778, which left a Balance due for the Completion of the Investment of this Season, ending on the 30th of next April, amounting to Current Rupees 77,35,365. 12. 3. This Amount has been reduced, Two-thirds by subsequent Payments, and the Remainder we have agreed to issue to the Board of Trade as they shall apply for it, within the Period when it falls due.

25. As an Attention to the different Periods particularized in the Letter from the Board of Trade to us, under Date the 3d July, would only tend to produce the like Confusion hereafter, as we have now experienced, and as such Distinctions must be indifferent to us, we think it most regular that our Advances of Cash to the Commercial Department, for the Purposes of the Investment, should be fixed from the 30th April in One Year, to the 30th April in the next; the Amount issued to its Agents may then always be made to correspond with our stipulated Promises, without any Difficulty, and no Ground will be left for Difference with respect to the particular Seasons for which the Money is intended, as the Application of it will rest entirely under the Orders of the Board of Trade. Conf. 13th July.

26. On an Application made to us by the Board of Trade, to determine the Amount of the Supply which we might be able to grant them for the Year 1779-80, we entered our several Opinions, which we beg Leave to point out to your Perusal. We are agreed in the Propriety of fixing the Sum for the next Year at the same Amount as the present; viz. 1,40,00,000 because we apprehend that, expecting the same, you will have made a Provision of Tonnage accordingly. But we think it our Duty to apprize you, that it will be impossible for us to continue such extensive Supplies; and we have no Doubt that you will be convinced of this, when you consider that they have proceeded in a great Degree from casual and extraordinary Resources, which we cannot expect always to command; and that in some Objects these have now been struck off; for Instance, in the Reduction of the Nabob's Debt, and the Prohibition of Drafts upon you, and in others. Additional Demands are made upon us for the Services of the other Presidencies, and the Expence of providing against the War. 9th Nov. 16th Nov.

27. We therefore propose, as soon as we shall be able to do it with any Accuracy, to fix the future Supplies to be granted to the Board of Trade for the commercial Exigencies of the Company, at one invariable Amount per Annum, calculated more proportionably to the net and regular Income of this Government. In the mean Time we beg Leave to recommend, that you will be pleased to consider, and point out, what particular Articles of the Investment may the best admit of a Decrease, and the relative Proportion which should be observed in the Execution of it.

POSTSCRIPT.

We should have contented ourselves with the referring you generally, as we have done, to our Consultations for the Particulars of our Differences with the Board of Trade, if we had not thought that their Letter, which is just sent in for our Perusal, required a further Explanation of some Circumstances therein set forth.

2. We acknowledge, that we thought it necessary to stop the Receipts of the Board of Trade in the Month of June last, upon a Report made to us of their having overdrawn our promised Supplies to that Time; but the Statement thereof, which they allude to, although a rough Account, prepared for immediate Observation, was afterwards confirmed by corrected and full Accounts, clearly proving that the Board of Trade had overdrawn the Amount of our stipulated Promises for Two or Three Years back, very considerably. Conf. 24th Sep.

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3. On submitting this Account to the Remarks of the Accountant to the Board of Trade, his principal Objection was to the Sum of C. R' 27,81,736. 5. 5. advanced in the Year 1775-6; which, he said, was appropriated to the Investment of 1774-5. But, exclusive of the Circumstance of the first Application of the Board of Trade, after its Appointment, for Money, expressing that the said Money was particularly for the Investment of 1775-6, and the natural Conclusion that all their subsequent Applications, not defining any Year's Investment, must be for the same, we clearly proved, by an Account, of which a Copy is entered in the Consultations, that the Balance of Cash 14th Sept. and Goods, in the Commercial Department, on the 1st May 1774, after the Departure of the last Ship of that Season, added to the Advances made to it from that Period to the 1st October 1774, when our former Account began, exceeded their Exports of 1774-5 by the Sum of C. R' 16,45,709. 8. 10.

4. Thus, had we admitted the Objection of the Accountant, afterwards adopted by themselves, there would have been an unappropriated Balance for that Year of C. R' 44,27,445. 14. 3. which they wanted to have totally rejected from the Account.

5. Not having annually adjusted our Accounts with the Board of Trade, we had no Method of stating them precisely, but by giving them Credit for the Supplies we had promised, and debiting them for the Amount actually advanced; but as we afterwards found that the latter had so far exceeded the former, we agreed to admit it on one Side, in Opposition to the Amount of their actual Exports and Charges on the other. In this we think we did every Thing that could be desired by the Board of Trade; we are sure we did every Thing that could be done with Propriety, to arrive at a fair and equitable Statement of our Concerns with them. By this Account, closed to the 30th April 1778, they appear to have had in Hand a Balance of C. R' 62,64,634. 3. 9. which we of course considered as a Part of the Supply of 1778-9, and consequently determined that the Sum of C. R' 77,35,365. 12. 3. remained to complete the stipulated Amount of 140 Lacks, at which we had fixed the Investment for this Year.

6. Since the Board of Trade lay such particular Stress on the different Dates from which they reckon their Investment to commence, and those from which we have calculated our Supplies, we must observe it is Matter of Astonishment to us, that they still adhere to this Mode of reasoning; which we have not only confuted in our Letters to them, but which, if considered, appears absurd in itself. By telling us that the first Advances for the Investment, which we reckon from April to April, begin in October, and yet that the Year of the Investment does not end till the March of the Second Year after, it would appear as if they wanted to compare the Disbursements of 17 Months with the Advance of 12 Months, without considering, that by the same Rule the Disbursements made in the Second Month of October, which falls within this Space, ought to be on Account of the Investment of the ensuing Year.

7. We therefore repeat it as our Opinion, that it is very immaterial to the Investment, whether we calculate our Supplies from April to April, or from February to February. The Supplies of any given Period set against the Disbursements of the same Period, ought to shew the Investment for that Period; and the Balance remaining unappropriated ought to be considered as a fresh Resource. And as we have ever regarded such Balance to be a Part of the next Year's Supply, it follows of course that an Alteration of the Account from April to February, as the Board of Trade seem now to express their Wish, would give us a Right to reckon the Balance in their Hands on the 28th February, instead of 30th April, and the Advances made in the Two intermediate Months, as a Part of their present Year's Supply; so that we can by no Means allow the Account to include a Space of 14 Months instead of 12.

8. Upon the Whole, we hope you will concur with us in Opinion, that for the Sake of Regularity, and in order to ascertain the real Amount of the Advances made to the Commercial Department at any particular Period, it will be sufficient for this Government to fix the Sum which shall be supplied them annually from April to April, or, in other Words, from the 1st of May to the 30th April ensuing the Period of closing your Books, without troubling themselves about the Appropriation of it, this being a Subject of Detail which can be understood only by those conversant in the Business, and should be particularly managed under the Direction of that Board, which has been appointed to superintend your Commercial Interests.

9. Our Letter, which was written before we had seen that addressed to you by the Board of Trade on the 28th November, will be sufficient, we trust, to give you a perfect Idea of the Causes of our Interference in the Case of Mr. Barton; but we think it necessary to remark on some Passages in their Letter, where they treat of this Subject; viz. speaking of us, they say, "And they were "pleased, upon his Appeal to them, without any previous Reference to us, to resolve, &c." In order to authenticate the Fact, we thought it sufficient to call for, and examine the original Letter from the Board of Trade to Mr. Barton: This was of itself Authority for us to decide upon immediately, as it contained the Reasons of the Board of Trade at large for the Suspension of Mr. Barton; and we thought it incumbent on us to reverse the Act on the Insufficiency of those Reasons, and on their Want of legal Power to suspend a Member, except in the Manner and Form directed by your Instructions.

10. We take Notice of a like Informality in the Advice conveyed to you by the Board of Trade, respecting Mr. Bateman; where they say, "We have, pursuant to your Directions, suspended Mr. "Bateman from his Seat at this Board."

11. We shall conclude with observing, that the Board of Trade declare themselves free from all Responsibility

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Responsibility in the Restoration of Mr. Barton, and at the same Time say, they do not acknowledge our Authority in Matters of this Nature. We presume that they can have none. Their Powers of suspending being clearly defined and limited by your Instructions. In the Case of Mr. Barton, they could only execute your Orders: We conceive they had no Right to force those Orders into a wrong Interpretation. And since we further conceive all Power rests with us, as your immediate Representatives, except in such Cases as you have specifically excepted, *We only* were Judges of that Interpretation.

12. We cannot quit this Subject without taking Notice of one very extraordinary and dangerous Principle, asserted in the following Paragraph:

" With respect to the Governor General and Council, they have now assumed the Privilege of " being the Interpreters of your Orders to your Commercial Servants; Orders which must be " executed by us, and for the Execution of which we are responsible. They have interfered in " a Case which, of all others, seems exclusively to belong to us, the Rejection, and in this particular " Case, the Election, of Members of our own Board.

" Of the Consequences of such an Extension of Authority, and its Conformity to your Inten- " tions and Regulations, we humbly leave you to judge; only earnestly requesting, that a Point of " this Importance may not be left in Doubt, but that you will be pleased, by an early Opportunity, " to draw a clear and decisive Line between the Two Departments."

13. The Powers which we possess, are derived from an Act of Parliament, subjecting the Execution of them to your Commands. The Board of Trade derive their Power from your Commands alone, which are contained in your General Instructions of the 20th March 1774: As Servants of the Company, they are still subject to our Authority in all Cases not specifically excepted from it in those Instructions. These define, in the clearest and most comprehensive Manner, their Power of suspending the Members and Servants of their own Department. You have given them no Power of Suspension in any Cases different from those which your Orders describe; yet they now affirm, that they have the Right, and even the exclusive Right, not only of suspending, but of rejecting and electing the Members of their own Board.

We think it necessary to recommend this new Doctrine to your very particular Attention, because we think it derogatory, both to our Authority and to yours, and because we think the Assumption of illegal Powers dangerous to your Interests and even to your Constitution.

APPENDIX, N° 16.

EXTRACT of Letter from the Board of Trade, at Fort William in Bengal; dated the 28th November 1778.

Par. 8. WE had the Honour to inform you, in our Letter of the 5th January 1778, that the Governor General and Council had granted to us the Sum of C. R^s 1,40,00,000, for the Investment of the present Year 1778-9; which was reckoned to commence, according to the established Practice, on the 1st March, and ends the 28th February.

In the Month of June last the Course of our Receipts, on Account of this Supply, was interrupted, from an Opinion, then adopted by the Governor General and Council, that the whole Amount due to us was not only actually paid up, but that we had received an Excess of Twelve Lacks, for which we were to account. This Opinion was derived from a Statement of Account raised, not upon the stipulated Supply of 140 Lacks, from March to February, but upon a conjectural Estimate made in the Month of December preceding, and comprehending *supposed Receipts and Disbursements* from May to April; a Paper furnished at their Desire; in its Nature uncertain, and no Way binding upon us. When we had evinced, that such a conjectural Account could not possibly be a Standard to us, in respect either of Time or Amount, both which were accurately and formally fixed by the Stipulation which the Governor General and Council themselves had made, our Idea of stating on one Side the promised Supply, and on the other the Advances made to us, was in Part admitted by them; but a general Account was formed from the Institution of this Board to the 30th April 1778, by which it was made to appear, that at the last-mentioned Date we had only about 26 Lacks to receive of the One hundred and Forty stipulated for 1778-9. In this Account, however, no Credit was given us for the Investment of 1774-5, to the Provision whereof we had applied a considerable Part of the First Supplies given us: And much Time and Trouble, bestowed in the Discussion of this Article, produced no entire Agreement. Neither could the whole Difference between us be hereby determined, since we had, in the Course of the Three preceding Years, by Sums received from the Governor General and Council, been enabled to provide

Conf. 19th June 1778.
Conf. 19th June 1778.
Conf. 3d July.
Conf. 14 July 1778. 24 D°. 28 Aug. 11 Sept. 29 D°. 2 Oct.

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provide and export to a larger Amount than the promised Supplies of Three Years; and by stating in one general Account the promised Supplies and Advances of Four Years, which included 1778-9, instead of being balanced by the proportionable Exports made in those Years, whatever Amount we had received over and above the Stipulations of the first Three Years, would in Fact be taken back from us out of the specific Supply of 140 Lacks for the Fourth Year, whereby the settled Provision of that Year would have been greatly restricted, and our Engagements probably unfulfilled.

Conf. 20th Oct. 1778. At length this Mode of Adjustment was also relinquished, and a general Account stated; wherein we had Credit for all our Exports, and the Balance due to us on the 30th April last, on Account of the Supply of 140 Lacks for the Year 1778-9, appeared to be C. R^s 77,35,365. 12. 3. But though all our Claims were in Substance thus acknowledged, it was with the Annexation of a new Condition, which if maintained must not only impair our present Resources, but materially incommode our Business in future. Our Annual Investment is reckoned to commence with the 1st March, and to end the 28th February; which Division has been chosen as most convenient for enabling us to export the whole Yearly Provision upon the Shipping of One Season; our Advances have accordingly been calculated for this Division of the Year, and the last Supply of 140 Lacks was granted to us for the Investment ending with February 1779. But though the Accounts of our Investment, and the Supplies for it, are regulated for the Year from March to February; yet the Advances for some Articles, particularly Raw Silk, are required much sooner than the Commencement of the Year of Investment, even as early as November and October: And it has been usual to make such Advances in those Months, in order to secure the best Provision for the Company. These several Circumstances we had Occasion to represent at length to the Governor General and Council, in the Course of our Correspondence upon the Subject of Supply; but nevertheless, in acknowledging the Balance above mentioned to be due to us, upon a Statement of Supplies and Exports, they have extended the Time of its Payment and Appropriation from the stipulated Period of the 28th

Conf. 24 Nov. February to the 30th April, and have declared to us their Resolution to make the last-mentioned Date the Beginning of the Year of Supply in future. Hereby, in the first Place, the Supply of 140 Lacks is made to be a Supply for Fourteen Months instead of Twelve; so that the Returns for it, were the last Part of it to be withheld till April, could not go Home by the Ships of one Season, and the Advances required in the Months of October and November for the Investment of 1779-80, will be withheld till April following, when they can be of no Use for the Investment of that Year; because certain Articles being furnished in those Months only, the next Opportunity that returns for the Provision of them will be in October and November 1779, and the Goods procured by Advances made there, cannot be in Readiness for Exportation before October or November 1780: So that in fact, by delaying the Advances for Six Months, from November to April, a whole Year's Provision of certain Articles will be lost. For the Illustration of this Point, we beg Leave to note more particularly the Periods at which Advances are usually required for some Parts of Investment.

Cossimbuzar Silk.—The November Bund, so termed from its being the Produce of that Month, is the best Silk of the Year. From the Process through which it goes, and the Time it occupies, it is not prepared to go Home by the Ships of that Year in which it is produced. As it is the prime Part of the Silk Investment, in Point of Quality, and in order of Time, and as the latter Bunds cannot be brought to the Presidency before February, and the Contractors are not paid in full till their Deliveries are compleated in that Month, it appears that the Provision, which is commenced in November 1778, is not finished till February 1780, so that this Provision, from the Nature of it, cannot be bounded by Twelve Months, nor of course can the Advance made for it be in Reality called an Advance for Twelve Months.

The Salt Petre Investment, in like Manner, begins in November, and comes down to be exported in Twelve Months after the February following.

The Dacca Investment, though it may be comprehended within Twelve Months, requires that the Advances should be made early in the Season, in order to prevent any of the foreign Companies and private Merchants from interfering in the Purchase of the fine Assortments.

From what has been said it sufficiently appears, that an Innovation in the Period of our Grants of Supply, and in the fixing of a Period, to which our Provision can never exactly conform, would be productive of very great Inconvenience, and if the Governor General and Council do not see the Expediency of receding in this Point, we must expect that a great Proportion of the Produce of 1779-80 will be lost.

Conf. 3d Nov. 1778. As the Period at which the Advances for the Provision of 1779-80 should commence is already arrived, we have requested the Governor General and Council to fix the Amount of our Supply for that Year. We have not yet received a determinate Answer from them; but if the Means are furnished us at the proper Seasons, we are well convinced that we can provide an ample Investment.

9. Upon this Occasion, we take the Liberty again to request, that your Order of Investment for the Year, may be sent us earlier in the Season, for that of the present Year is not yet arrived with us, although the Month of November is closing and the new Provision commencing.

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EXTRACT of Letter from the Board of Trade at Fort William in Bengal, dated the 26th January 1779.

Par. 6. Since the Date of our laſt Addreſs to you, the Governor General and Council have fixed the Supply for the Inveſtment and Commercial Charges of the Year 1779-80; that is to ſay, according to their Definition, until the 30th April 1780; at One Crore and Forty Lacks of Current Rupees. We have no Doubt of being able to make the Proviſion for which this Supply is calculated, by the 28th of February 1780; and ſubmit to your Conſideration, what we have already ſaid on the Inconveniences of extending the Year of Supply and Inveſtment from the 28th February to the 30th April. Conſ. 22d Dec.

EXTRACT of the General Letter from Bengal, dated 29th March 1779.

Par. 10. Our Accountant General having informed us that an Exceſs of C^t. R^s. 77,849. 4. 4. had been received by the Board of Trade, on Account of the preſent Year's Inveſtment, ſo early as the 30th of September, we ordered that this Sum might be carried to their Debit, and conſidered as a Part of their Advances for 1779-80. They acquieſced in our Deſire, and requeſted that all Drafts drawn by their Agents in our Favour, ſhould be alſo carried to their Debit in Account; but, conſidering that it would be attended with leſs Embarraſſment, or other Inconvenience, to receive Payment of them until the Advances of the enſuing Year commence, we deſired that they might be diſcharged.

11. In their Letter of the 17th Inſtant, they applied for Current Rupees 21,72,269, notwithſtanding they had at that Time received 24,92,731 Rupees on Account of Advances for the enſuing Year, before the Commencement of it; and again repeated their Requeſt for us to paſs in Account the Bills drawn upon them by their Agents. Had we complied with their Application, it would have been giving up the Point which we have ſo long conteſted; it would form a Precedent for them to aſk the like Advance, grounded on the like Neceſſity, for 1780-81, before the Cloſe of the Year 1779-80; and, in Effect, inſtead of the Sum of 1,40,000, allowed for the Service of this Year, they would have received near 2,00,000. We therefore refuſed our Aſſent to their Requeſt, and deſired they would immediately diſcharge the Bills drawn by their Agents in our Favour. Conſ. 22d March.

EXTRACT of the General Letter from Bengal, dated 14th January 1780.

Par. 26. You were adviſed by our General Letters of laſt Seaſon, that the Board of Trade had overdrawn the Supply allotted to their Department for the Year 1778-9, in the Month of February laſt; yet in April they made a particular Application to us for further Advances, and repreſented, that the Proviſion of certain Articles of the Inveſtment could only be effected by timely Advances of Money to the Manufacturers, which made it neceſſary to require an Anticipation of the Yearly Supply equal to the Amount of ſuch Articles. As the Regulation of the proper Periods for making the Advances and Iſſues from the Commercial Department, was a Point of Detail in which we never meant to interfere, we could not admit that this Plea, however well-grounded, made any Alteration in the Fact before us. We had agreed to advance to the Board of Trade a ſpecific Sum, within the Year contained between the 1ſt May 1778 and the 30th of April 1779. If we had already advanced more than this Sum as early as February 1779, the granting them a further Supply in March or April, under whatever Head it might be claimed, would certainly be exceeding our Intentions by ſo much as they received above the Supply ſtipulated, and conſequently muſt defeat our Purpoſe in limiting their Credit to any given Amount: We therefore declined to comply with their Requeſt. Yet, for the Conveniency of their Affairs, we conſented to allow the Surplus which they had drawn above that Year's Supply, to be carried to the Account of the enſuing or current Year's Supply of 140 Lacks, as an Advance made before the Commencement of it, and to divide the Balance neceſſary to complete the Supply into 12 equal Proportions, to be iſſued in ſo many Monthly Advances from our Treaſury. Conſ. 26th April 1779.

27. Some Inconveniencies however having been found to attend this Mode of making our Advances to the Commercial Department, we have agreed, at the particular Requeſt of the Board of Trade, to divide the Annual Amount for Supply into Four equal Parts, and to iſſue it to them for the future in Quarterly inſtead of Monthly Payments. 26th July.

EXTRACT of Letter from the Board of Trade at Fort William in Bengal, dated 11th January 1780.

Par. 4. In our Addreſs of the 28th November 1778, we informed you that the Governor General and Council had declared their Reſolution to conſtitute the Sum voted us for the Inveſtment of 1778-9, ending the 28th February, a full Supply for Fourteen Months from the 1ſt March 1779 to the 30th April 1780, and to begin our Annual Advances in future on the 1ſt of May, inſtead of

the 1st of March. We stated to you largely, the Diminution which this Act would occasion in the stipulated Supply for 1778-9, and the Inconveniencies which such a Change in the Year of Investment would produce. Our Address to you passed of course under the Notice of the Governor General and Council, and your Opinion upon it may determine how far it should have influenced them. At that Time, Advances on Account of the Investment of 1779-80 had, according to the usual Practice, commenced; our Supply for 1778-9 was all engaged on Account of that Year, and issuable by the 28th of February 1779. We could not possibly submit to remain inactive until the 1st of May, when the new Supply was to begin. The valuable Provision made between November and April would have been lost, the Investment of One Year incomplete; and we were not without Hope, that the Governor General and Council, seeing the Matter in this Light, would have receded from their Design. With such Resources therefore as we could command, we went on as usual in making the Advances required in those Months; and in March 1779, when our Wants pressed upon us, we renewed our Applications to the Governor General and Council for Assistance. They gave us a positive Refusal, grounded on Reasons which we could not receive as conclusive, and of which we therefore stated to them the Insufficiency. We also entered again into the original Question concerning the Commencement of the Year of Supply: We shewed the Necessity of Advances before the 1st of May; the Causes which had naturally led to a Conclusion of the Year of Investment on the 28th of February; the Establishment of this Practice; the ill Consequences of changing a convenient and settled Mode; we quoted what we had written to your Honourable Court, under Date the 28th November; and lastly, we urged that the Investment of 1779-80 was actually going on, and Part of it providing by Contract. The Answer of the Governor General and Council expressed a determined Adherence to their former Declarations. We represented to them upon this, the large Amount which was actually advanced for the Investment of 1779-80; observed, that the rest of the promised Supply would be observed by the End of February 1780, and that there would be no Fund for the Provision to be made on Account of the succeeding Investment between the Months of November 1779 and April 1780, unless by an Anticipation, and that thus it must be always: We, therefore, as no better Expedient seemed practicable, proposed that they should make a separate Allowance for the Advances issued between November 1778 and April 1779, which would put it in our Power to close the Account of that irregular Portion of the Year; and that they should, from the 1st May 1779 to the 1st May 1780, make good to us the full intended Supply of 140 Lacks, whereby we should be enabled to fall in with their Idea of beginning the Year of Investment on the 1st of May, and applying their Grants in future to those exact Periods for which they should intend them; and thus all Causes of present and future Difference on this Score be removed. These Instances were also ineffectual; One small Concession only was obtained. It was their Resolution, that the Supply of 1779-80 should be furnished in equal Monthly Portions; they now agreed to relax so far, as that the premature Advances should not be placed against the first Monthly Payments, which would have kept us entirely out of Money for several Months; but that the Balance due to us on the 1st May, should be divided into Twelve equal Portions, and One Portion advanced us every Month. Nothing more remained in our Power. We were obliged to submit to these Conditions, and as we foresaw great Perplexity in carrying on Two Systems, so different from each other as that of their Supplies and our Advances, we felt the Necessity of resolving, that the Year of Investment should commence, both at the Subordinates and in our Books, with the 1st of May; that of course the Investment of 1779-80 should be extended to the 30th April 1780; the Supplies for it be advanced in Monthly Portions, as we receive them, and the additional Allotments required in consequence of this Change, be accommodated in the best Manner our Means could enable us: All which was accordingly done, as may be seen at large in our Consultations of the 5th of May. Thus ended the Correspondence relative to the Amount and Period of the Annual Supply for the Provision of your Investment.

Margin notes: Conf. 17 March 1779. } 16th March. — Conf. 21st April. D°. — Conf. 27th April. — Conf. 30th April. — Conf. 5 May.

5. Very soon after the Alteration in the Mode and Period of making the Advances, Representations were sent us from the principal Factories, strongly setting forth the Inconveniencies and Disadvantages of it. These Representations are very ample; and instead of submitting to you such an Abstract of them as could be offered in this Letter, we beg Leave to refer you to the Consultations marked in the Margin; noting here only, as an Observation which arises from the Whole of them, that making Advances by Monthly Portions, or fixing the Period for commencing the Investment on the 1st May, will never answer. We communicated several of these Representations to the Governor General and Council, but they peremptorily refused to depart from their Resolution. The Whole of this Subject we now therefore beg Leave to refer to your Consideration.

Margin notes: Conf. 1st June 1779, Dacca. 8 } 25 } Cossembr. 18 D° } Luckpore } Patna. 29 D° Malda. Conf. before quoted.

6. We find it necessary to speak in the next Place more particularly of the Receipt of our Supplies. As we have already intimated, almost all the Representations to which we have referred, and others now noted, pointed out the Unsuitableness and Insufficiency of Monthly Portions of Advances; and we were sensible of the Impropriety of it, that whenever we could, we granted some Latitude. After a Trial of Two Months, therefore, we requested the Governor General and Council, so far to depart from their Arrangement, as to furnish our Supplies by Quarterly instead of Monthly Payments. To which, upon Consideration, they assented; and this Alteration took place from the first of August last, when we received an Order on their Treasury for the Quarter then commencing. But however disposed the Governor General and Council were, to accommodate us in this Respect, we are obliged to observe, that the State of their Treasury did not admit of making us punctual Payments, which of course added much to our Embarrassments.

Margin notes: Conf. 27th July, Dacca. 7th Sept. Cossemr. 2 Nov. Rungpore. Radnagore. Conf. 25 June. 29 D°. 6 July. Conf. 27 July. 6 Aug.

On the 6th of August there was owing to us of the Stipulation for July, C. R^s. 3,05,429. 12. On the

Margin note: Conf. 6 Aug. 20th D°.

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20th August we had received no Ready Money on Account of the Order for the Quarter commencing with that Month; we had only C. R^s. 4,206. 12. 2. in the Treasury. There were large and urgent Demands upon us for the Investment of the Calcutta Aurungs, and the Fulfillment of our Engagements with the Silk Contractors: The Business of the Investment was, in short, every where in rapid Motion; and destitute of the Means of continuing its Currency, we saw it exposed to be dangerously impeded. In this Extremity, the only Resource to which we could turn, was that of a temporary Loan for our immediate Occasions, on the Strength of the Quarterly Treasury Order, already mentioned. The Expence of Interest we deemed a trivial Consideration, to the Motives which pointed to this Measure; the Realization of the Order on the Treasury was not to be doubted, nor of course the Termination of this Transaction; we saw no Hazard from the Expedient, unless possibly to ourselves personally, from adopting it; and against this we placed the ensuring of the Currency, Safety and Completion of your Investment; we therefore resolved upon the Measure, and borrowed Six Lacks of Rupees on Bond, payable by the 31st of October 1779, with an Interest of Five per Cent. per Annum. Conf. 20 Aug. 1779.

7. In part Payment of the Quarterly Order beginning in August, we had taken Bills on the Provincial Councils; these Bills were not regularly answered. From every one of our principal Factories have we had repeated Complaints of the Failure of expected Supplies; some of the Bills have actually been returned to us, and we have been obliged to adopt different Expedients for relieving the Distresses of our Chiefs. The Detail of this Subject would appear tedious here, and our Proceedings give that Exhibition of it, which will best explain our Situation. It is sufficient to add, that upon another Review of our Funds on the 14th September, we found, that of the Six Lacks borrowed to satisfy Demands at the Presidency, we were obliged to divert Four for relieving the Wants of the Subordinates: That the general Treasury was unable to supply us with any Part of the Quarterly Order; that we had only C. R^s 6,525 in our own Treasury; and that there were still pressing Demands upon it. The only Alternative appeared to be, a Stagnation in the Business of the Investment, or a further Loan. Upon the same Principles on which we had acted before, we chose the latter, and borrowed Four Lacks more, on the same Conditions. The Period of the Loan is now past; but by the continued Delays in our Payments from the general Treasury, a great Part of our Bonds still remain outstanding; as we must reckon however upon receiving by the 30th of April the full Supply of the Year, so of course the Sum which we have borrowed upon this Fund will be discharged. We cannot but trust that the Measure which we have thus adopted will be considered as the Result of evident Necessity; as authorized by the Order of Treasury in our Possession; as serving a very important Purpose; and (because terminating with the Year) productive of no ill Consequence.

Conf. 31st Aug. 21, 28 Sep. 5, 12, 22 Oct. Conf. 14 Sept. Conf. 14th Sept.

8. After giving this Information respecting our Receipts, it remains only to state to you the Kinds, Quantities, and Amount of Goods ordered to be provided; and this will be found in a general Abstract of the Investment of 1779-80, which goes as a Number in the present Packet; shewing the Value to be C. R^s 1,47,83,780. 11. 11. which somewhat exceeds the Grant of the Year, because of the Extension of the Provision to Fourteen Months, that is from 1st March 1778 to the 30th April 1779, as already set forth. The Contracts we have made in the Course of the Year are exhibited in the Abstract above-mentioned, to which we beg Leave to refer.

EXTRACT of Letter from the Board of Trade at Fort William in Bengal, dated 29th February 1780.

Par. 6. The Governor General and Council have not yet notified to us the Amount of the Supply which they will grant us for the Year 1780-81; but we hope they will be enabled to do it soon, and to return to the former Periods of issuing the Advances; for we discover new and most serious Inconveniencies from the Mode adopted in the Beginning of the present Season, and are already, from Necessity, in some Advance for the Investment of the new Year.

EXTRACT of the General Letter from Bengal, dated 29th November 1780.

Par. 10. We have been repeatedly addressed by the President and Members of the Board of Trade, on the Mode of advancing them Supplies by Quarterly, instead of Annual Payments; and they have represented to us also the Inadequacy of the Amount fixed for the Investment and Commercial Charges of the present Year, to the other which you had sent them, the Provision they could make, and to the Tonnage usually sent out. With respect to the Mode of advancing the Supplies, our Resolution having been taken on sufficient Grounds, we thought ourselves obliged to abide by it. You have already been informed of the many Reasons and Considerations which induced us to limit the Issues to the Commercial Department to the fixed Sum of One Crore of Rupees: The same Reasons, and the same Considerations existing, and indeed enhanced by the constant Demands upon our Treasury for other important Services, we could not depart from them.

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EXTRACT Board of Trade's Letter, 21st November 1780, to the Court of Directors.

Consl. 7th Mar. 1780. 11 Apr. 25 Do. 23 May. 6 June. 22 Aug.

15. The Mode of advancing our Annual Supply by Quarterly Portions, and the Commencement of the Year of Investment on the 1st of May, have continued Subjects of our Correspondence with the Governor General and Council; and it is not without real Reluctance that we now introduce them here. The Inconveniencies of these Two Methods have been explained to you largely, in our Letters of the 28th November 1778, and the 11th January 1780; the same Facts need not be again enumerated; but it is very material to observe, that they still subsist, and that we yet labour under those Disadvantages which we have repeatedly set forth to you in the last Two Years. Having failed in our Endeavours to demonstrate them to the Governor General and Council, with whom certainly it can be no Object of ours to maintain unnecessary Difference, we have no Resource but in your Honourable Court. From the Modes lately adopted, the Provision of your Investment is cramped and otherwise injured; the Facts and their Consequences are fully before you; it belongs to you to determine whether the general State of your Affairs require their Toleration; or whether, without ultimate Prejudice to other Interests, the Business of your Commerce might not return to its former Channels. We hope it will be understood, that we take not upon us to judge of Measures further than they concern ourselves; we write from the Inconveniencies we feel, and if these appear to you in the Light in which we view and have represented them, we flatter ourselves that you will deem it expedient to apply suitable Remedies to them.

APPENDIX, N° 17.

To the Secret Committee of the Honourable Court of Directors of the Honourable United East India Company.

Honourable Sirs,

IN the present alarming Situation of your Affairs (which their Distance, the long and momentous Interval which will have passed before you can receive the Knowledge of them, and the Dissentions which are ever attendant on public Calamities, will be too apt to exaggerate) you will probably expect that I should inform you of my particular Sentiments concerning them; and I am the more desirous of conforming to this Supposition, from a Belief, too strongly founded, that the Measures necessary for the Preservation of your Possessions and Interests in India, will be inevitably productive of one Consequence, of which you ought to be early apprized, that you may be enabled to obviate it in the Provisions which I understand will fall regularly under your Consideration, soon after the probable Receipt of these Dispatches. I bear too high a Respect for the Characters to which I address myself, to treat them with the Management of a preparatory and gradual Introduction of an unpleasing Report; and as it is the only Point of substantial Information which I shall have to convey to you in this Letter, I shall therefore make it the first Subject of it.

The Consequence to which I allude, is the Necessity to which I foresee that we shall be compelled, of making a large Reduction, and possibly a total Suspension, of your Investment for the ensuing Year. I cannot pronounce what our Ability may be beyond that Period: This will depend on Contingencies too variable and remote for present Conjectures. —— In Justification of the Measure itself, which I have predicted, I must remark, that it will be less an Act of the Board, than, as I have before intimated, the Result of an unavoidable Necessity; in which no Option will be left us, but either to sacrifice the temporary Profits of the Company; or to hazard for ever the Existence of all that they possess for the Sake of retaining them. It will be impossible, at the same Time to provide for the vast Expence which will be required for the Subsistence and Defence of both your other Presidencies, and for an Investment, in Addition to the encreasing Exigencies of this Government, and all from its own unassisted Resources.

We have been already reduced to the mortifying Extremity of borrowing Money at Interest, by which we have raised the Sum of 64,44,601. 1. 6. This Resource cannot last: It must cease at a certain Period, and that perhaps not distant; but the Exigency which called it forth will still remain the same, and must be answered.

We have no other Fund from which we can defray it, with the present Appropriation of our Means; for, exclusively of the foreign Calls, our own internal Expences have accumulated, and will yet increase, notwithstanding all the Care and Oeconomy that we may use to check them; as we must replace all the native Troops which we have detached to the Relief of the Carnatic, and as it is to be apprehended that our Revenue may suffer by the large Drafts which we shall be obliged to make of our current Specie.

I will confess, that I am more alarmed at the Novelty of the Measure, than convinced of any real

Detriment

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Detriment of which it will prove to your Interests; when I consider that your Ships are detained in their Outset for Months, by the Want of Hands to navigate them, and liable, without any Exemption or Distinction, to the same Hardship as the Necessity of the public Service imposes on common Vessels of Trade; that they arrive too late to be dispatched in the same Season; that equal Delays often attend them in their Return, which is accomplished with Hazards so great, that at least a Part of their Cargoes cannot fail, without great Negligence of our national Enemies, to fall into their Hands; and in that Sense so much of your Investment may be affirmed to be provided for their Benefit, equally with your Loss.

I can venture to assure you, that every Precaution will be taken by this Administration, with the Advice of the Board of Trade, to prevent the Inconveniences to which the Business of your Investment may be liable in its Renewal, from its having been discontinued. Respecting the Expedients which may be recommended for supplying the Deficiency of your Investment, in the Case of its Stoppage beyond the next Year, upon these I do not presume to offer my Opinion; they will not escape your Penetration, and I know that they will be suggested by a Judgment and Experience in these Points superior to my own.

I do not know whether your Supracargoes at Canton will stand in any Need of our Assistance; I should think not: But it is unnecessary to add, after what I have herein premised, that it will be equally out of our Power to afford it.

I wait in anxious Expectation of an Answer from the Government of Berar, to my Dispatches which conveyed the Treaty proposed for its Guarantee, and the Ratification of the Administration of Poona. This may arrive in the Course of another Week. I have every Reason to believe it will be entirely consonant to my own Wishes. With the Aid, or even Neutrality, of this Power, I have no Doubt of being able to make the Resources of this Government equal to every Service which may be exacted from them, both for Maintenance of the actual Peace of these Provinces, and the Restoration of your Affairs in the Carnatic, however desperate they may now appear, if they continue under the Conduct of your present Commander in Chief.

I cannot venture to pronounce what may be the Determination of the Administration of Poona. Considered as a State, it has certainly every Cause to dread the Aggrandizement of Hyder Ally Cawn, its natural Enemy: As a Faction, though not wholly uninterested in the Event of his Success, it may be influenced by other Causes; by the Ties of Confederacy; by its own Weakness; by the Jealousy of Ragonaut Row; by the Ascendant of Mahdajee Scindia, and his separate Views, which are incompatible with Peace; and perhaps by national Resentment. Yet I think it probable that the Example of the Government of Berar, may contribute to turn the Scale in our Favour; but I have no Grounds for such an Expectation in any recent Act or Appearance.

Permit me to offer a brief Reflection on the present State of your present political Affairs. I have been told that the Maratta War has been, I know not on what Ground or Suggestion, attributed to me: Your Honourable Court is possessed of the fullest Evidence of the contrary. The Occasion of the War was planned and executed without the Knowledge or previous Concurrence of their Government; which has had no other Participation in it, than in providing, by an extraordinary Exertion, for the Support of the Measures undertaken by the Presidency of Bombay, if these succeeded, and for its Preservation if they failed.

Our Detachment arrived seasonably for the last of these Objects, and for the Redemption of the national Honour, which had been without it irretrievably lost. I had indeed flattered myself that the War would have soon terminated in such Advantages as would have amply atoned for the past Calamities which had attended it. Whatever Conviction I may entertain of such a Conclusion, it is now reduced to an Argument of unavailing Speculation, in which every Person is at Liberty to form his own Opinion.

Another and more interesting Occasion has now called for the Exertion of this Government in the Preservation of that of Fort Saint George. This at least will not be imputed to the Government of Bengal. If the extorted and palliated Confession of the Nabob Nizam Ally Cawn may be credited, and we have the Evidence of the most public Notoriety to confirm it, it was the sole Effect of a Confederacy formed at his Instigation, and dictated by his Resentment of the Infringements made by the Select Committee of Fort Saint George on his Rights obtained by the Treaty subsisting between him and the Company, and his natural Apprehension of Hostilities intended by that Government against him. Whatever be the Cause, such have been the Effects; and it is our Duty to do all that may be in our Power to avert them. This we have already done to a Degree as great as the Time and our Means would admit;—we have abandoned our own Measures in the Crisis of their Success;—we have formed a powerful Detachment, which will be in a Condition to march in a few Days from this Date; and have used Means which, though new and untried, were the most likely to prove of speedy and of certain Effect to win Allies to their Cause, even of our present Enemies. I hope it will not appear the Assumption of an undue Merit to observe, that extensive as the Aids are which we have already afforded them, and at a Season in which the Rules of your Service have hitherto interdicted the Navigation of these Seas, in Consideration of the Danger attending it, they arrived in Safety at Fort Saint George in less Time than Two Months from the Date of the Calamity which furnished the Occasion for them, computed from the Return of the Army under Sir Hector Munro to the Mount on the 14th September, to the Arrival of the last Ship of the Fleet, the Duke of Kingston, at Fort Saint George on the 5th November.

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We shall continue to employ the same vigilant Attention to your Interests; and I have no Fears for the Event, while I have the Happiness to possess my present Means, with the same able and willing Assistance which Fortune has given me in my present Associate of this Government.

I most humbly beg Leave to conclude this Letter with a Recommendation of Major Popham to your Favour. The Services which he has rendered in the Expulsion of the Marattas from the Dominions of your Ally the Râna of Gohed, and especially in the Capture of the important Fortress of Gwallior, have given him a Claim to my Solicitation in his Behalf; and you will permit me to observe, that in whatever Mode you may be pleased to stamp your Approbation of his Services, you cannot have a more deserving Subject for it, nor a Season in which the Zeal of your Servants will better entitle them, on every Principle of Policy as well as Justice, to such Rewards and Encouragements.

I am, with the greatest Respect,
Honourable Sirs,
Your most obedient and
faithful Servant,
Warren Hastings.

Fort William,
2d December 1780.

APPENDIX, N° 18.

EXTRACT of the General Letter from Bengal, dated 30th April 1781.

Par. 15. ON *the 13th of the last Month the* Allotment of a Supply to the Commercial Department for the ensuing Year's Investment, came under our particular Consideration,
Cons. 13th March. the Subject having been brought before us by a Letter from your Board of Trade. The actual Situation of our Government, embarrassed with large and constant Demands from the other Presidencies; the low State of our Treasury, arising as well from this Cause as from the heavy Expence necessarily attending the Military Operations in which your Troops are engaged, and its Inability to bear those constant Demands on it which would be required for an Investment, obliged us to declare to the Board of Trade, that we could not grant them the usual Supply for the Provision of their Investment for the ensuing Year; leaving it however to them to point out any Expedient which might occur to them, by which the Question would be freed from these Difficulties, and promising to take it into our immediate Consideration.

16. We soon afterwards received a Letter from your Board of Trade, proposing to us an Ex-
Cons. 22d March. pedient for the Provision of an Investment, amounting to the Sum of Ninety Lacks of Rupees; and we immediately adopted it.

17. The following is the Mode of Supply on which we resolved for this Purpose.

18. That Permission be allowed to the Board of Trade, to raise the Sum of Sixty-five Lacks, by Certificates for Government Bonds, bearing the usual Interest of Eight per Cent. per Annum.

19. That the said Sixty-five Lacks be considered as an Advance from the 1st of May to the 31st of December, 1781.

20. That at the End of December 1781 an Account be stated between Government and the Board of Trade, in which the latter are to be debited for the Whole or whatever Part of the Sixty-five Lacks they may have raised, and for whatever Sums they may have realized from their Import Sales, or other Resources.

21. That at the same Time an Estimate of Goods remaining in the Warehouses, and what further Sums the Board of Trade may be able to realize from the 1st of January to the 30th of April 1782, be submitted to Government; and that Government, on such Estimate, do then determine on some Method of providing Funds for whatever may be wanting to complete the Investment of Ninety Lacks.

EXTRACT of Letter from the Board of Trade at Fort William in Bengal, dated the 24th April 1781.

Cons. 20th Dec. 1780. 6 Feb. 1781. 13th D°. 27th D°. 6th March. 16th D°.

Par. 13. The numerous and pressing Applications to us from the different Factories, for Advances, induced us on the 6th ultimo to address the Governor General and Council on the Subject, and to request them to allot a Sum for the Provision of our next Investment. Their Reply to our Letter stated in Substance, that in their present State of Warfare, the Calls of the other Presidencies, and the indispensable Demands of this, disabled them from supplying us; that however,
20th March. if any Expedient should occur to us, by which the Question could be freed from the Difficulties they had stated, they would with Readiness take it into Consideration. As the only one to be adopted under

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under such Circumstances, we proposed a Loan, limiting the Sum to our expected Occasions, and fixing the Investment at Ninety Lacks; to an Amount beyond which we were satisfied the Governor General and Council could not accede. Our Expedient was approved of; and the Means of our adopting it were fixed as follows: Conf. 27th March 1781.

1st. The Investment for 1781-2 to amount to Ninety Lacks of Current Rupees.

2d. Sixty-five Lacks to be raised by us by Certificates, for Government Bonds bearing an Interest of 8 per Cent per Annum.

3d. The said Sixty-five Lacks to be considered as an Advance to us from the 1st of May to the 31st December 1781.

4th. At the End of December, an Account to be stated to Government, of Sums realized by Certificates and Import Sales to that Period, and of further Sums expected from the same Resources by the 30th of April 1782.

5th. The Governor General and Council then to determine respecting the Funds to be appropriated for completing the Balance due to us.

Having thus effected an ostensible Provision, at least for the ensuing Investment, our next Care was to attend to the Allotment of it. But considering the Difficulty of such an Undertaking, unacquainted as we then were with the Information necessary to our Guidance in it, we resolved, as a previous Measure, to apprize the Chiefs, Residents, and Contractors, of the Mode in which they were to be furnished with Resources, and to require their explicit Answer, respecting the Extent and Nature of their Ability, in the Provision of their Investment on the Terms prescribed. Our Consultations of the 10th, 20th, and 24th Instant, contain in general their several Opinions; and we are persuaded it will give you Pleasure to observe, that, notwithstanding the many obvious Disadvantages under which they will inevitably labour, so flattering a Prospect is afforded us, of realizing an Investment for the ensuing Year to the full Amount of the Sum we shall be able to advance for it. In a few Days more, when the remaining Answers are received, we shall proceed to the Settlement and Distribution of it. Conf. 27th March. Conf. 10. 20. & 24 April.

20. After completing the Cargoes of the Neptune and Belmont, there will be remaining, in our Export Warehouse, Goods to the Amount of about Fifty-nine Lacks of Current Rupees. On Account of the Balance of the Investment of 1780-81, we expect in Addition to that Sum near Twenty-five Lacks more. We shall have in all about Eighty Lacks of Goods, or Five Cargoes, ready to be dispatched to you by the End of the present Year; and of the Investment of 1781-2, which we conceive may with Certainty produce Goods for Four additional Cargoes; we shall have probably received One Half, and be prepared to dispatch it to you by the Month of February following.

APPENDIX, N° 19.

EXTRACT of a Letter from the Board of Trade at Fort William in Bengal, to the Court of Directors, dated 28th August 1781.

Par. 5. WE acquainted you, in the 13th Paragraph of our Letter by the Neptune, with the preparatory Measures we had taken, to enable us to enter on the Settlement of the present Year's Investment. We were then waiting for Replies to our circular Letter of the 27th March. In a few Days after the remaining Answers having arrived, we proceeded to the Business of the Settlement. The Sum allotted to us by the Governor General and Council was Ninety Lacks, of which the Charges, Establishment, and Merchandize amounting to Ten, the Balance which remained to be invested was Eighty Lacks. We computed our Tonnage for the present Season, for which Cargoes would be required, at Seven Ships, reckoning the Belmont and Neptune under Dispatch, the Dartmouth and Rochford in the River, the Resolution from Bombay, and Three Ships we supposed might be on their Way from Europe, in the room of those captured in August last, making in all Eight; but of which Number we understood One was to be dispatched to Bencoolen. We formed our Expectations of the Tonnage of the ensuing Season on the Scale of the preceding one. We conceived that Eight Ships would be chartered for Coast and Bay, that One of them would be perhaps detained at Madras, sent to Bencoolen, or employed on other Country Service; and that the Remainder, of which One would receive, as usual, Half a Loading at Madras, would be dispatched with Cargoes from Bengal. We estimated, by the foregoing Calculation, that we should require for the Tonnage of the present and ensuing Season Thirteen and a Half full Cargoes. Gen. Let. per Neptune 24th April 1781. Conf. 1st May. Conf. 9 May.

In taking a View of our Resources, which are particularly explained on the Consultations, we found our Ability would be fully equal to these expected Calls on us, allowing for each Ship to be dispatched, a Cargo to the Amount of about Fifteen Lacks of Rupees; of which there was to be of Raw Silk 5,86,750, and of Piece Goods 8,06,000, the Proportion of the Articles being principally formed from

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the Statement of the Neptune and the Belmont's Cargoes. Having ascertained our Occasions, we made the Disposition of the Sum to be invested. The Provision of Raw Silk we fixed at about Twenty-nine Lacks, that of Piece Goods at Forty, and of the more bulky Articles, Cowries, Salt Petre, Indigo, and Turmerick, at Seven Lacks, allotting, in the Whole, about Seventy-six Lacks, and leaving an unappropriated Balance in reserve of Four Lacks more. Having thus arranged the Disposition of the present Investment, we circulated our Instructions relative to it, and generally agreed to issue an Advance of Three Fourths of the Amount allotted to each respective Factory and Contractor, in Certificates dated the 1st of May, which were to entitle the Holders to Government Bonds, bearing an Interest of Eight per Cent. per Annum. This Proportion of Advance, tho' it was a Fourth more than what had usually been granted as the First Advance, we understood, from the several Representations made to us, to be unavoidably necessary to enable the Parties to negotiate the Exchange of their Bonds with Efficacy and Facility; for a Discount had already taken place on former Bonds, and a much greater was apprehended daily; but in granting them this Indulgence, as we judged we had provided sufficiently against the Difficulty and Expence which might attend the Negociation of their Bonds, we intimated to them the Expectation of the Board, that, on Account of Interest or Discount, we were to be subjected to no future Claims. The Contractors made no Appeal from this Decision: They submitted to the Terms which they had agreed originally to comply with; they were supposed to have examined them, and their Consent was binding. But the Chiefs and Residents stood on other Ground: They considered themselves, not as Contractors entering into Agreements from which both Parties sought to derive Advantage, where mutual Profit was the Foundation of their Connection, but as Servants to Employers, as Agents to Principals, where the former being compensated for the Engagement of their Services, the Interest of the latter became the common Object. Contingencies, in that Case, fell wholly on the Principals: The Profit and the Loss were equally their sole Concern: Many of the Chiefs and Residents therefore represented, that as the Discount on the Government Bonds had unexpectedly increased, having from Two and Three per Cent. risen to Eight, and Nine, and Ten per Cent. they found themselves unable to undertake the Provision of their allotted Investment, on the Terms which they had at first subscribed to; and requested in consequence, either that we would allow them *to contract for their Provision at a proportionate Encrease on the last Year's Prices, or permit them to charge the Company with the Discount*, and provide as usual. The Principle on which this Request was made to us was too reasonable not to be admitted: We felt the full Force of the Distinction between the Situation of those providing your Investment by Contract, and those by Agency; and considering the latter justly entitled to the Compensation claimed by them for the Charge of Discount, we granted it accordingly. We allowed at least, what we judged adequate to their expected Losses; in forming our Opinion of which, we were guided either by the Nature of their Applications, or the Circumstances of their Investment. Thus, at Dacca and Malda we found it necessary to leave the Charge indefinite, permitting the Chief and Resident to bring it to Account, as it was actually incurred; while at Luckypore, and at the Residencies of Commercolly, Jungepore, and Rungpore, we restricted it to Four per Cent. on the Provision. On all these Occasions we directed the Discounted to be charged in the Books of the Factories, under the Head of Discount, but not inserted in the Invoices of the Dispatches, in order that the Prices of your Goods might not appear fictitiously raised by such an incidental Circumstance. In this Manner we have so far settled your Investment for the present Season: We doubt not but it will still be subject in some further Changes. Considering, however, all the various Difficulties we have had to encounter, from first to last, in establishing Engagements to so extensive an Amount on the sinking Credit of a Paper Currency, labouring, from the uncommon Scarcity of Specie, under Disadvantages scarcely surmountable, we persuade ourselves our Exertions hitherto will not be found unsatisfactory to you.

Conf. 9. 11. 12 May, 1781.

Conf. 15 June. 19 d°. 27 d°. 29 d°.

Conf. 15 and 29 June.

Conf. June 19. d° 27. d° 29.

Gen. Let. rec^{d} July 5. 1780. Jan. 11. 1781. Feb. 2d. Feb. 7.

We have had the Honour to receive, since our last Address to you, the Extracts noted in the Margin, of your Commands of the 5th of July 1780, 11th of January, 2d and 7th of February 1781.

Conf. 11 May.

In the Lists of Investment we have received from you for the Two last Years, we observe the Article Cowries has been totally excluded. As this Omission was repeated, we were certainly to conclude it was not your Intention we should send you any: But the Representation of Mr. Furgusson, and the Want we foresaw of bulky Articles for the expected Tonnage, made it necessary for us to forego your Order. On the Renewal of our Engagements with Mr. Furgusson for the present Year depended his Ability of keeping the Trade to the Maldivias open; in which, on the Expectation of a permanent Support from us, he had, at a great Expence and much Trouble, acquired a Preference for our Nation. We renewed them, however, only for this Year; and shall now desist from furnishing you with any further Quantity of Cowries, until we receive your Sanction.

APPENDIX,

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APPENDIX, N° 20. A.

EXTRACT of Secret Letter from Bengal, dated 8th April 1782.

WHEN we gave you Reaſon to expect an Inveſtment for the enſuing Year, excluſive of the large Balance of Goods remaining to be ſent Home, we thought we ſhould be able to ſpare a Sum to the Board of Trade for that Purpoſe; but the Exigencies of the Madras Preſidency are now become ſo urgent and alarming, as you will ſee by an Extract of their laſt Letter, that all the Reſourceswhich we can poſſibly diſpenſe with ourſelves, muſt be applied to their Support. We have therefore adopted a new Mode for keeping up the Inveſtment by private Subſcription for 80 Lacks of Rupees, which will provide Cargoes for your Ships on the uſual Terms of Privilege, at the Riſk of the Individuals, and is to be repaid to them according to the Produce of the Sales in England. A Copy of the Plan makes a Number in one of our ſeparate Diſpatches over Land.

APPENDIX, N° 20. B.

EXTRACT General Letter to Bengal, dated 29th March 1774.

That there be paid to the Preſident of our Board of Trade, Two thouſand Pounds Sterling per Annum, and to each of the other Members of the ſaid Board, One thouſand Five hundred Pounds per Annum, by Quarterly Payments; which Sums are to be in lieu of Commiſſion upon the Revenues, and in full for Salary, Diet Money, and every Emolument, except ſuch Advantages as may ariſe from carrying on a legal Trade, and the uſual Commiſſion to the Preſident on Coral and Diamonds, which we direct to be given to him.

APPENDIX, N° 21.

REPORT of the Committee appointed by the General Court, on the 8th April 1782, to examine into the General State of the Debts, Credits, and Effects, both in England and Abroad, and to report the ſame, with all convenient Speed, to a General Court of Proprietors.

THE Committee proceeding to examine the Matters referred to them, firſt took into Conſideration "The Eſtimate of the General State of the Eaſt India Company's Debts, Credits, and "Effects, both in England and Abroad, on the Firſt Day of March 1782;" which was read at the General Court, by the Court of Directors, on the 8th April laſt; and having, with the Aſſiſtance of the Officers of the Houſe, inveſtigated the ſeveral Articles therein ſpecified, ſubmit the ſaid Account, and their Remarks, to the Conſideration of a General Court, beginning at the Debit Side.

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(A)

ESTIMATE of the General State of the East India Company's Debts, Credits, and Effects, both in England and Abroad, on the First Day of March 1782.

		Dr.
To Bonds standing out bearing Interest	£. 1,305,500	£. 1,497,000
To ditto, deposited in the Bank for a Loan	191,500	
To ditto, standing out, not bearing Interest		13,254
To Bills of Exchange unpaid	from India — 444,524 from China — 746,401	1,190,925
To Customs on Goods sold and unsold		1,340,562
To the Exchequer, for the last Payment to Government, per Agreement, for a Continuation of the Company's Right to an exclusive Trade, &c.		100,000
To Freight and Demorage		498,700
To Supra Cargoes Commission on Goods sold and unsold		70,000
To Proprietors of Private Trade		18,000
To Alms-Houses at Poplar		4,794
To Interest on Military and Contingent Funds more than has been applied to the Purposes of the same		93,226
To the Bank of England, for Interest on Loan, at 4 per Cent. per Annum		42
To Warrants passed the Court, unpaid		72,900
To what owing in the Department of the Committee of Shipping		156,512
To Interest on Annuities		53,837
To ditto on Bonds		57,743
To Dividends on Stock unpaid, including what remains of the Half Year's Dividend due at Christmas last, at £. 8 per Cent. per Annum		63,789
To what paid by the Adventurers, being £. 87. 10 s. per Cent. on £. 3,200,000		2,800,000
To Balance against last Quick Stock from Bombay, the Debt due from Ragobah being deducted from the Credit of the same		109,794
		£. 8,141,078
To Balance		3,687,104
		£. 11,828,182

London, the 5th April 1782.

(A)

ESTIMATE of the General State of the East India Company's Debts, Credits, and Effects, both in England and Abroad, on the First Day of March 1782.

			Cr.
By what due from Government to the Company more than the Amount of Annuities — — — — — —			£. 1,207,560
By Cash, its Balance, on the First March 1782 — — —			151,680
By the Company's separate Fund — — { in Cash £. 94,536 / in Bonds 191,500 }			286,036
By the Amount of Goods sold, not paid for (Discount deducted) — —			27,344
By the Value of Goods in England unsold (ditto) — —			3,376,629
By the Prime Cost of Goods, imported per Prime and Bellmont, not yet unladen — — — — — —			207,729
By what owing from the Honourable Board of Ordnance for Saltpetre delivered — — — — — —			270,565
By Balance of Quick Stock at Bengal, as per Abstract, dated the 23d April 1781 — — — Current Rupees	194,45,232		
Deduct what received for the Purpose of constituting a Military Fund — — — —	8,00,000		
Current Rupees	186,45,232		
Ditto Bellmont's Cargo arrived in England, and valued at Prime Cost — — — —	14,78,216		
Current Rupees	171,67,016		
Add Cargoes of Ships arrived at Bengal since the above Quick Stock, and not included therein — —	8,75,942		
Current Rupees	180,42,958	at 2*s.* 3*d.*	2,029,832
By Balance of Quick Stock at Fort Saint George, as per Abstract, dated 9th January 1781 — Pagodas	50,01,577		
Add Cargoes of Ships arrived at ditto since the above Quick Stock, and not included therein — —	28,415		
Pagodas	50,29,992	at 8 *s.*	2,011,997
By Balance of Quick Stock at Bencoolen, dated 16th October 1780 — — Spanish Dollars	412,577	at 5*s.*	103,144
By ditto from last Books at St. Helena, ending 30th September 1780 — —			21,338
By ditto from ditto at China, as per Estimate received of Thomas Fitzhugh, Esq; in November 1781 Tales	1,097,288	at 6*s.* 8*d.*	365,763
By Cargoes of Ships sent out in Season 1780 — — —			373,758
By ditto of ditto paid for, for Exports of Season 1781 — —			146,774
By Silver paid for remaining in the Treasury in England — —			779
By Impress paid Owners of Ships not arrived in England — —			124,567
By the Value of the East India House and Warehouses (as estimated by the Company's Surveyor) — — — — — —			253,616
By the Value of Ships, Sloops, and Vessels (exclusive of those stationed abroad) —			47,060
By what the Company paid for their Dead Stock in India — —			400,000
By Expences defrayed for the Subsistence of French Prisoners in India, and incident Charges, as per General Account delivered — — —			260,687
By what remains due for Expences incurred in Expedition to Manilha, as per ditto			139,877
By Hospital Expences for His Majesty's Troops at Fort Saint George, Bengal, and Bombay, as per ditto — — — — —			21,447
			£. 11,828,182

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(A)

ESTIMATE of the General State of the East India Company's Debts, Credits, and Effects, both in England and Abroad, on the First Day of March 1782.

Dr.

To Balance, brought over — — —			£. 3,687,104	
Deduct				
Bills of Exchange from Bencoolen, advised since the 1st March — —	£. 32,620			
Ditto from China, ditto — —	25,266			
		£. 57,886		
Balance of Bencoolen Quick Stock, received since the 1st March last, less than stands in the above Account — — —		47,186		
			105,072	
Balance upon the Whole of the Company's Debts and Credits, both in England and Abroad, that can at present be ascertained — — —				£. 3,582,032

N. B. The Amount of Cash, and several other Articles, are terminated the First March 1782.

Memorandum,

There are Bonds given to sundry Persons, by the Chief and Council of Balambangan, to the Amount of £. 17,776, which are not included in the Debt of the above Account, it not being yet determined whether or not the Company are liable to the Payment of the same.

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

(A)

ESTIMATE of the General State of the East India Company's Debts, Credits, and Effects, both in England and Abroad, on the First Day of March 1782.

Cr.

Memorandums,

There are Five Ships arrived from China since the First March last, but as the Amount of their Cargoes are included in the above Balance of China Quick Stock, and no Credit otherwise taken for them, the Balance on the Whole of the Estimate cannot be affected thereby.

In the above Account, the Dead Stock of the Company in India is valued at £. 400,000, which Sum includes Buildings and Fortifications, Plate, Household Furniture, Plantations, Slaves, Ships, Vessels, and other Articles of Dead Stock, according to Lord Godolphin's Award in the Year 1702. Whereas the Whole of the Sums of Money expended in Buildings and Fortifications (by the last Advices) at the Company's several Settlements, for the Acquisition and Maintenance of their Possessions, and the nearest estimated Value of the other Articles of Dead Stock, are as follow; viz.

Buildings and Fortifications.

At Bengal — — — —	£. 3,350,935	
Fort Saint George and Subordinates — — —	1,308,456	
Bombay and Subordinates — — —	1,261,747	
Fort Marlborough and Subordinates — —	81,734	
St. Helena — — — —	36,538	
		£. 6,039,410

Plate, Household Furniture, Plantations, Farms, Slaves, Sloops, and Vessels.

At Bengal — — — —	£. 86,426	
Fort Saint George and Subordinates — — —	221,494	
Bombay and Subordinates — — — —	313,496	
Fort Marlborough and Subordinates — — —	40,037	
St. Helena — — — — —	37,597	
		699,050
		£. 6,738,460

N. B. Not any Credit is taken in the above Account for the Prime Cost and Charges of Tea sent to America, for which the Company have not received any Return, amounting to £. 15,819, or for Interest claimed on the Arrears of Salt Duty, from Time to Time left unpaid in Bengal, amounting to £. 60,207, making together the Sum of — — £. 76,026

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Dr Side of the preceding Account.

To Bonds standing out bearing Interest — — — — —	£. 1,497,000
Certified to your Committee.	
To Bonds standing out not bearing Interest — — — —	13,254
This is the Amount of Bonds advertised for Payment, which have not been presented.	
To Bills of Exchange, unpaid — — — — — —	1,190,925
The Amount certified by the Accountant.	

	£.	s.	d.
Of this Amount will fall due, by the first March 1783,	£. 802,688	7	3
Due by the first March 1784, — — —	275,822	0	10
Old Bills and Certificates past due, not yet paid —	18,100	0	0
Sundry Bills and Certificates advised, not accepted —	92,743	3	6
Old Bills and Certificates advised, not presented —	1,570	19	4
	£. 1,190,924	10	11

	£.	s.	d.
Of the above from Fort William	£. 118,294	9	8
Fort St. George	220,414	3	6
Bombay —	58,100	1	10
Fort Marlborough	16,145	5	6

	£.	s.	d.
Drawn from India — — — —	£. 412,954	0	6
from Canton — — — —	746,400	8	0
from St. Helena — — —	11,899	3	1
Old Bills advised, but not presented — —	19,670	19	4
	£. 1,190,924	10	11

Your Committee find, that of this Sum, the Amount of £. 201,355, drawn from Fort St. George, is an Excess beyond the Limitation by Act of Parliament; but that the Court of Directors had received the Consent of the Lords Commissioners of the Treasury, to accept the said Bills, as the Act directs.

To Customs on Goods, sold and unsold — — — — —	1,340,562
To the Exchequer for the last Payment to Government, per Agreement, for a Continuation of the Company's Right to an exclusive Trade, &c. — — —	100,000
The Amount of these Two Articles have been certified to your Committee.	
To Freight and Demorage — — — — —	498,700
Upon examining the proper Officer, this Sum appears to be the Total on all Ships arrived, exclusive of the Five China Ships.	
To Supra Cargos Commission on Goods sold and unsold — — —	70,000
Goods unsold are valued by Estimate in order to rate their Proportion of this Commission; and the whole Sum has been ascertained to your Committee by the Accountant.	

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Dr Side of the preceding Account.

To Proprietors of Private Trade — — — — — —	18,000
This Sum has likewise been ascertained; also the following.	
To Alms Houses at Poplar — — — — — —	4,794
To Interest on Military and Contingent Funds, more than has been applied to the Purposes of the same — — — — —	93,226

This Sum requires Alteration in the Mode of Statement, and consequently Explanation. In September 1766 Lord Clive deposited 5,00,000, or, 5 Lacks of Sicca Rupees, in the Company's Cash in Bengal, under Trust, and at Interest, which Interest was to be appropriated to pension meritorious and disabled Officers; at the same Time Syf ul Dowlah, the Nabob of the Province, gave 3,00,000, or 3 Lacks of Sicca Rupees, for the same Purpose, which was deposited in the same Manner; the Amount of both is 8 Lacks of Sicca Rupees: This Sum the Company agreed to preserve, and to allow Annually on it an Interest of 8 per Cent. and to bring this Interest to Credit in London, where alone the Pensions were to be granted and paid, under their immediate Discretion and Direction. An Interval of Three Years passed from the Time of the Deposit by Lord Clive and Syf ul Dowlah, in September 1766, to the final Agreement between the Company and Lord Clive in September 1769: And in this Interval an Interest had accrued on the original Deposit, amounting to Sicca Rupees 1,92,000, which Interest the Company agreed should become a separate Principal or Fund, chargeable with a separate Annual Interest of 8 per Cent. for the Provision of Pensions to Officers Widows, and other charitable Purposes. This Sum of Sicca Rupees 1,92,000, or Current Rupees 2,22,720, is what is called The Contingent Fund; and this, as well as the 8 Lacks, which is called The Military Fund, ought to continue as Debits on the Company's Books in Bengal. The Amounts reduced from the Sicca Rupee into the Current, and from the Current Rupee into Pounds Sterling, will stand thus:

Principal towards the Military Fund.

	Sicca Rupees.		Current Rupees.				
Paid by Lord Clive	5,00,000	with 16 per Cent.	5,80,000				
Ditto by Syf ul Dowlah	3,00,000	with 16 per Cent.	3,48,000				
Total of the Military Fund	8,00,000		9,28,000	at 2 *s.* 2 *d.* is	£. 100,533	6	8
Principal of Contingent Fund, consisting of the Interest upon the above Military Fund, from the 29th September 1766 to the 29th September 1769, at 8 per Cent.	1,92,000		2,22,720	is	24,128	0	0
Principal of both Funds	9,92,000		11,50,720		£. 124,661	6	8

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Dr Side of the preceding Account.

The State of the Interest which has accrued on these Two Funds in London, and of the Appropriations of the said Interest, stand as follows:

Interest on Military Fund from 29th September 1769 to the 25th December 1781	£. 98,522	13	4				
Deduct Pensions paid thereout in the above Period — — — —	40,526	7	2				
Remains unappropriated, — —				£. 57,996	6	2	
Interest on Contingent Fund from 29th September 1769 to the 25th December 1781	£. 23,645	8	8				
Deduct Gratuities and Charges paid in the above Period — — —	12,543	15	4				
Remains unappropriated — —				11,101	13	4	
So that the Total of what remains unappropriated to 25th December 1781, of the Interest which has arisen in London on both Funds, is — — —				£. 69,097	19	6	

But the Article in the General Estimate under immediate Consideration states the Amount of Interest unappropriated to be £. 93,226, which is £. 24,128 more than the real Amount of the unappropriated Interest, and this Difference arises from including the Principal of the Contingent Fund with the Interests allowed on both Funds by the Company in London: For £. 24,128 is the exact Amount of the Principal of the Contingent Fund. This should not be; for this Principal should stand a Debit on the Bengal Books; and accordingly your Committee, in their rectified Statement of the General Estimate (B) which will appear hereafter, admit only £. 69,235 as the unappropriated Interest due on both Funds to the 1st of May: But in the same rectified Statement they charge the Quick Stock of Bengal to the said Amount, Current Rupees 2,22,720, or £. 24,128. So that on the Whole these Alterations will make no Difference in the Balance of the General Estimate, but will leave a less Sum payable in London, and a larger payable in Bengal.

To Bank of England for Interest on Loan at £. 4 per Cent. per Annum — — Certified to your Committee.	£. 42
To Warrants passed the Court unpaid — — — — Certified to your Committee.	72,900
To what owing in the Department of the Committee of Shipping — — Certified to your Committee.	156,512
To Interest on Annuities — — — — — Certified to your Committee.	53,837
To Interest on Bonds — — — — — Certified to your Committee.	57,743

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D^r Side of the preceding Account.

To Dividends on Stock unpaid, including what remains of the Half Year's Dividend due at Christmas last, at 8 per Cent. per Annum — — —	63,789
Certified to your Committee.	
To what paid by the Adventurers, being £. 87. 10 s. per Cent. on £. 3,200,000 —	2,800,000
This Article has stood thus since 1706, and does not appear in the present View of the Subject to demand immediate Discussion.	
To Balance against last Quick Stock from Bombay, the Debt due from Ragobah being deducted from the Credit of the same — — — —	109,794

By which Account the Balance appears to be, Bombay Rupees		22,94,475
But as this Balance included a Debt from Ragobah of — —	37,72,828	
Excepting the Amount of Jewels deposited by said Ragobah — — —	6,00,000	
		31,72,828

The Apparent Credit is by this Alteration changed into a Debit of — — — —	8,78,353

against the Company; or, at 2 *s.* 6 *d.* £. 109,794.

Your Committee find, that the Debit Side of the Bombay Quick Stock may be comprized under the following general Heads and Totals, existing at Bombay and the Subordinates:

Balance of Cash and Treasure — Bombay Rupees		7,45,530
Goods remaining,		
Import —	4,73,449	
Export — —	7,22,047	
		11,95,496
Stores — — — —		11,82,932
Debts (including Ragobah's Debt) — —		87,47,935
Rupees		118,71,893

And that the Credit Side, or what due at Bombay, is comprized under the following Heads:

Debt at Interest on Bond, at Bombay and the Subordinates — — —	84,20,220	
Due to Bombay Bank — — —	9,70,465	
Due Account Deposits — —	68,556	
Sundry other Debits — — —	1,18,177	
		95,77,418
Balance apparent in Favour — Rupees		22,94,475

Which, by striking off Ragobah's Debt as above explained, reduces this Quick Stock to stand against the Company Rupees 8,78,353, or £. 109,794.

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D^r Side of the preceding Account.

Your Committee defer any further Explanation, or their Opinion of the Validity of the Articles which compose this Account, to another Division of their Report; in which they shall endeavour to analyze more particularly the State and Value of these Articles, as well as of the other Quick Stocks.

The Sums hitherto examined composed the first total Debit Side of the Court of Directors Estimate — — — —		£. 8,141,078
But by a subsequent Memorandum on the Debit Side, Three other Sums require to be added to the above; viz.		
Bills of Exchange from Bencoolen, advised since First March	£. 32,620	
Bills of Exchange from China, — ditto — —	25,266	
	57,886	
Balance of Bencoolen Quick Stock, received since the First March last, less than stands in the above Account — —	47,186	
		105,072
		£. 8,246,150

The Bills from Bencoolen and China have been certified to your Committee; and for Clearness they defer the Explanation on the Alteration in the Bencoolen Quick Stock, until they come to consider the whole Article on the Credit Side of the Estimate.

The Total of the Debit of the General Estimate will therefore stand at £. 8,246,150.

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Cr Side of the preceding Account.

Your Committee now proceed to the Credit Side of the Account.

By what due from Government to the Company more than the Amount of Annuities — Certified to your Committee by the Accountant.	£. 1,207,560
By Cash, its Balance on the First March — — — — Certified to your Committee.	151,680
By the Company's separate Fund — — — —	286,036

Of which there is in Cash — —	£. 94,536
In Bonds — — — —	191,500
	£. 286,036

Which remains to the sole Use of the Company, and in which the Public have not any Claim of Participation.

By the Amount of Goods sold, not paid for (Discount deducted) — —	27,344
By the Value of Goods in England unsold (ditto) — — —	3,376,629
By the prime Cost of Goods imported per Prime and Belmont, not yet unladen —	207,729

These Three Articles have been certified to your Committee.

By what owing from the Honourable Board of Ordnance for Salt Petre delivered —	270,565

Your Committee find, that the Quantity of Salt Petre delivered from the 15th of July 1779 to the 30th of June 1780, is charged at £. 53 per Ton; the Quantity from the 30th of June 1780 to the 26th June 1781, at £. 73. 15 *s.* per Ton; the Quantity from the 26th June to the 17th November 1781, has been charged at £. 118. 10 *s.* the whole Quantity being 3,800 Tons by Anticipation, as expressed in the said Account, above the Annual stipulated Supply of 500 Tons at £. 53. Your Committee have stated another Account, rating the Quantity delivered at the Market Prices, which brings the Amount, with Interest at 5 per Cent. to £. 338,746. 2 *s.* 8 *d.*

But your Committee are informed, that the Amount of the First Statement, as rated in the General Estimate, viz. £. 270,565, has not yet been allowed by the Board of Ordnance.

By Balance of Quick Stock at Bengal, as per Abstract, dated the 23d of April 1781 — *Current Rupees*	194,45,232	
Deduct what received for the Purpose of constituting a Military Fund — — — —	8,00,000	
	186,45,232	
Deduct Belmont's Cargo arrived in England and valued at Prime Cost — — — —	14,78,216	
	171,67,016	
Add Cargoes of Ships arrived in Bengal since the above Quick Stock, and not included therein — — —	8,75,942	
Current Rupees	180,42,958 at 2 *s.* 3 *d.*	£. 2,029,832

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Cr Side of the preceding Account.

In the above Statement the Military Fund is rated at 8,00,000 Current Rupees instead of Sicca Rupees, which are equal to — Current Rupees	9,28,000
Difference against the Quick Stock — —	1,28,000
And as your Committee have before remarked, under the Head of Military and Contingent Fund, the Sum of 2,22,720 should likewise be subtracted —	2,22,720
	3,50,720
From the Balance in the Estimate — —	180,42,958
Deduct the above Alterations — — —	3,50,720
Remains — Current Rupees	176,92,238

The Document, from which the Amount of Quick Stock is stated in the General Estimate of the Court of Directors, is not the full and explicit Account of Quick Stock to the 23d of April 1781, such as is usually sent. It is only an Abstract from such Account, but bears such Marks of Authenticity, being under the Hand Writing of the Bengal Accountant, that your Committee have no Doubt of its Truth and Exactness, as extracted from the General Account prepared by said Accountant. But for want of the General Account from which the Abstract is made, your Committee can only speak on this Abstract by Analogy with the last general and explicit Account of Quick Stock received, which is dated and made up to the 30th October 1780, Six Months preceding the Date of the Abstract.

The Debits in the above Abstract are,

Cash in various Departments — Current Rupees		59,64,778
Treasure in the General and Revenue Departments —		5,24,369
Bills receivable in the Revenue Department —		1,53,500
Stores — — — —		59,93,316
Debts outstanding, including the Advances made for Investment — — — —		92,95,766
Export Goods — — —		98,61,136
Import Goods — — — —		4,52,403
Salt — — — —		6,595
Current Rupees		322,51,863
On the Credit Side, which comprizes the Debts owing by the Company in Bengal, stand		
Debts in the General Department, which includes Civil, Military, and Marine —	125,22,709	
Debts in the Commercial Department —	2,83,922	
		128,06,631
Current Rupees		194,45,232

The Sums are taken without Fractions in the nearest round Numbers.

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Cr Side of the preceding Account.

By Balance of Quick Stock at Fort Saint George, as per Abstract, dated the 9th January 1781 — — Pagodas	50,01,577	
Add Cargoes of Ships arrived at ditto since the above Quick Stock, and not included therein — — —	28,415	
Pagodas	50,29,992 at 8*s.*	£. 2,011,997

Your Committee find, that the Sum of Pagodas 50,29,992, the Balance of the Quick Stock, as transmitted from Fort St. George, without the Addition of Cargoes since arrived, agrees with the Result of the following Statement:

On the Debit Side.

	Pagodas.
Cash and Treasure at the Presidency and Subordinates —	1,31,995
Bills receivable and Notes outstanding, ditto, ditto —	28,741
Goods remaining, — ditto, ditto —	6,88,296
Stores remaining, — ditto, ditto —	4,16,422
Debts — — ditto, ditto —	11,86,625
Balances of Quick Stock at the Subordinates, not particularized	31,83,000
Pagodas	56,35,079

On the Credit Side.

Debt at Interest — — —	6,29,302	
Sundry other Debts — — —	4,201	
		6,33,503
	Pagodas	50,01,576

By Balance of Bencoolen Quick Stock, dated 16th October 1780, Sp. Doll. 412,577 at 5s.		£. 103,144
The real Balance of this Quick Stock, as stated at Bencoolen, is in Favour of the Company — — —	80,793	
But between the Receipt of the Quick Stock in England, and the making up the General Estimate, the Company had paid Bills in England to the Amount of 331,786 Dollars, which encreaseth the Balance in Favour of the Company by that Sum — — —	331,786	
And makes the Total, in Favour of the Company at Bencoolen, amount to the Sum standing on the Credit Side of the Estimate, viz. — — Sp. Doll.	412,579	

Since the General Estimate, to the first March, a subsequent Quick Stock of Bencoolen has been received to the 31st July 1781.

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Cr Side of the preceding Account.

This Account may be reduced to the following Statement:

On the Debit Side.

Balance of Cash at the Presidency and Subordinates —	Sp. Doll.	99,950	
Goods, Stores, &c. remaining —		306,971	
Debts — — —		145,947	
			Sp. Doll. 552,868

On the Credit Side.

Paper Currency — —	416,778	
Due on Bond — —	235,212	
Due to Sundries — —	8,842	
		660,832

Balance against the Company — — Spanish Dollars 107,964

But allowing, as in the former Quick Stock, the Amount of Bills paid in England, viz. Dollars 331,786, and deducting the above Balance from it — — 331,786

The Balance to July 31, 1781, again becomes in Favour of the Company — — — — 223,822

But this Sum of Spanish Dollars 223,822 is 188,757 less than what Credit is given for in the General Estimate.

By Balance of last Books at St. Helena — — — — 21,338

This Account consists of the following Heads:

	£.	s.	d.
Cash — — —	£. 9,554	1	11
Goods, European, including Stores for Sale —	11,316	13	7
Indian Goods — — — — —	467	6	6
	£. 21,338	2	0

By Balance of last Books from China, as per Estimate, received from Thomas Fitzhugh, Esq; late Chief Supra Cargo at Canton, in November 1781, *Tales* 1,097,888 at 6*s.* 8*d.* 365,763

The Estimate of this Quick Stock is as received from Thomas Fitzhugh, Esq; in November 1781.

By Cargoes of Ships sent out in Season, 1780 — — — — 373,758

Certified to your Committee.

By Cargoes of Ships paid for, for Exports of Season 1781 — — — 146,774

Certified to your Committee.

By Silver paid for remaining in the Treasury in England — — — 779

Certified to your Committee.

By Impress paid Owners of Ships not arrived in England — — — 124,563

Considered as Charges of Merchandize on their Cargoes, and certified to your Committee.

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Cr Side of the preceding Account.

By the Value of the East India House and Warehouses, as estimated by the Company's Surveyor — — — — — — —	£. 253,616
Your Committee have examined the Report of the Surveyor, and apprehend the same to be a fair Valuation.	
By the Value of Ships, Sloops, and Vessels, exclusive of those stationed Abroad —	47,060
Examined by your Committee, to which they find no Exception.	
By what the Company paid for their Dead Stock in India — — —	400,000
This Value was ascertained by an Award of Lord Godolphin, at the Union of the Companies.	
By Expences defrayed for the Subsistence of French Prisoners in India, and incident Charges, as per Account delivered — — — —	260,687
By what remains due for Expences incurred in Expedition to Manilha (as per ditto) —	139,877
By Hospital Expences for His Majesty's Troops at Fort St. George, Bengal, and Bombay, (as per ditto) — — — — —	21,447

With respect to the Article " By Expedition to Manilha," as stated above, £. 139,877, your Committee beg Leave to observe, that a Memorial was presented by the Court of Directors to the Lords Commissioners of His Majesty's Treasury, on the 10th July 1768, by which the Amount of the Expenditure in the Manilha Expedition remaining due to the Company, appeared to be £. 168,243; and that the Lords Commissioners of the Treasury, by a Minute of the 15th June 1770, gave it as their Opinion, that the Company were entitled to charge the Public only the Expences previous to the Delivery of Manilha to the Company, amounting to £. 28,365. 15*s*. 8*d*. which Sum has been received by the Company, and which being deducted from the first Amount £. 168,243, will leave a Balance of £. 139,877. 4*s*. 4*d*. Your Committee's ultimate Opinion on this and the other two Articles, will be given in a subsequent Part of this Report.

The Sums enumerated form the total Amount of the Credit Side of the General Estimate, viz. — —	£. 11,828,182	
From which, deducting the Sums on the Debit Side —	8,246,150	
There remains the ultimate Balance of the General Estimate, delivered by the Court of Directors to the General Court — — —		3,582,032

Memorandums of Dead Stock and Fortifications at the Close of the General State, amounting to £. 6,738,460, will be considered by your Committee in another Division of this Report.

The preceding Account being only an Estimate to the 1st of March last, and your Committee conceiving it to be the Intention of the General Court, that the Examination should be extended as nearly as possible to the Date of this Report, ordered a similar Account to be made up to the 1st of May, with such Corrections and Variations as arose from their Remarks, and from the Transactions in the intermediate Time.

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(B)

ESTIMATE of the General State of the East India Company's Debts, Credits, and Effects, both in England and Abroad, on the First Day of May 1782.

	Dr.
To what owing from the Company to the Annuitants — —	£. 2,992,440
To Bonds standing out bearing Interest — — —	1,497,000
To ditto, not bearing Interest — — — —	12,354
To Bills of Exchange unpaid — — { from India 441,810 / from China 770,688 }	1,212,498
To Customs on Goods sold and unsold — — — —	1,261,947
To the Exchequer, for the last Payment to Government, per Agreement, for a Continuation of the Company's Right to an exclusive Trade, &c. — —	100,000
To Freight and Demorage — — — — —	307,656
To Supra Cargoes Commission on Goods sold and unsold — —	68,200
To the Proprietors of Private Trade — — — —	17,542
To Alms Houses at Poplar — — — —	4,202
To Interest on Military Fund more than has been applied to the Purposes of the same — — — — — —	57,966
To ditto on Contingent Fund, ditto, ditto — — —	11,269
To Warrants passed the Court, unpaid — — — —	72,900
To what owing in the Department of the Committee of Shipping — —	118,036
To Interest on Annuities — — — — —	69,835
To ditto on Bonds — — — — —	45,477
To Dividends on Stock unpaid, including what remains for the last Half Year's Dividend due at Christmas last, at £. 8. per Cent. per Annum — —	49,291
To what paid by the Adventurers, being £. 87. 10s. per Cent. on £. 3,200,000 —	2,800,000
To Balance against last Quick Stock from Bombay, the Debt due from Ragobah being deducted from the Credit of the same — — —	109,794
	£. 10,808,407
To Balance — —	3,584,326
	£. 14,392,733

East India House, the 6th May 1782.

N. B. The Amount of Cash, and several other Articles, are terminated the First May 1782.

Memorandum.

There are Bonds given to sundry Persons, by the Chief and Council of Balambangan, to the Amount of £. 17,776, which are not included in the Debt of the above Account, it not being yet determined whether or not the Company are liable to the Payment of the same.

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(B)

ESTIMATE of the General State of the East India Company's Debts, Credits, and Effects, both in England and Abroad, on the First Day of May 1782.

				Cr.
By what due from Government to the Company — — —				£. 4,200,000
By Cash, its Balance, on the First May 1782 — — —				245,432
By the Company's separate Fund — — {in Cash £. 94,536 / in Bonds 191,500}				286,036
By the Amount of Goods sold, not paid for (Discount deducted) — —				663,471
By the Value of Goods in England unsold (ditto) — —				2,115,668
By the Prime Cost of Goods, imported per Bellmont and Prime, not yet unladen				207,729
By d° of d° per Pigot, Vansittart, Earl of Mansfield, Lord Holland, and Glatton, d°				169,586
By what owing from the Honourable Board of Ordnance for Salt Petre delivered —				265,264
By Balance of Quick Stock at Bengal, as per Abstract dated the 23d April 1781 — — Current Rupees		194,45,232		
Deduct what paid into the Treasury by Lord Clive, for the Purpose of constituting a Military Fund C. R.	5,80,000			
Ditto given by Syf ul Dowla, in Addition for the above Purpose — — —	3,48,000			
	9,28,000			
Ditto Interest on the above, from 29th Sept. 1766 to 29th Sept. 1769, which forms the Capital of the Contingent Fund, the Interest of which is applicable to the Charges of conducting the above Military Fund — —	2,22,720			
		11,50,720		
Current Rupees		182,94,512		
Ditto Bellmont's Cargo arrived in England, and valued at Prime Cost — — —		14,78,216		
Current Rupees		168,16,296		
Add Cargoes of Ships arrived at Bengal since the above Quick Stock, and not included therein — —		8,75,942		
Current Rupees		176,92,238	at 2*s.* 3*d.*	1,990,377
By Balance of Quick Stock at Fort Saint George, as per Abstract, dated 9th January 1781 — Pagodas		50,01,577		
Add Cargoes of Ships arrived at ditto since the above Quick Stock, and not included therein — —		28,415		
Pagodas		50,29,992	at 8*s.*	2,011,997
By Balance of Quick Stock at Bencoolen, dated 30th July 1781 — — Spanish Dollars —		223,832	at 5*s.*	55,958
By ditto from last Books at Saint Helena, ending 30th September 1780 —				21,338
By ditto from ditto at China, dated 8th April 1781 (and received since 1st March) — Tales —		551,368	at 6*s.* 8*d.*	183,789
By Cargoes of Ships sent out in Season 1780 — — — —				373,758
By ditto of ditto paid for, for Exports of Season 1781 — — —				323,530
By Silver paid for, remaining in the Treasury in England — —				1,346
By Impress paid Owners of Ships, not arrived in England — —				154,767
By the Value of the East India House and Warehouses (as estimated by the Company's Surveyor) — — — — —				253,616
By the Value of Ships, Sloops, and Vessels (exclusive of those stationed Abroad)				47,060
By what the Company paid for their Dead Stock in India — —				400,000
By the Expences defrayed for the Subsistence of French Prisoners in India, and incident Charges, as per General Account delivered — — —				260,687
By what remains due for Expences incurred in Expedition to Manilha, as per Account delivered — — — —				139,877
By Hospital Expences for His Majesty's Troops at Fort Saint George, Bengal, and Bombay, as per ditto — — — — —				21,447
				£. 14,392,733

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Your Committee were induced to order the preceding Eſtimate to the Firſt of May, to be made out in the uſual official Mode, that they might point out in the moſt perſpicuous Manner, how difficult it would be for the Proprietors to diſcriminate and diſſect ſuch an Account, and how liable they and the Public were to be miſled (without the Imputation of Deſign in any one) by the Inſpection of a General Eſtimate; where, on the Credit Side, the Quick Stock in England is blended with the ſeveral Quick Stocks abroad, and one general Total involves many Articles which are afloat, at riſque, or obviouſly dormant and non-productive; thereby giving the Whole an equal Degree of creditable Value, in Oppoſition to Debts, which are actually due and muſt be paid in England; as well as others which will ultimately come to be paid there, if not liquidated abroad.

Upon the ſame Principle your Committee were led to diſſect this General Eſtimate, and to form ſeparate Statements of the Quick Stock in England, and at each Preſidency. And as thoſe Accounts would even then be compoſed of various Articles, which could not be eſteemed of the ſame productive or effective Value, but muſt, in their Nature, be applicable to diſtinct Objects, your Committee concluded it would further elucidate the Value and Deſtination of the component Parts of the ſeveral Quick Stocks, if they were claſſed and arranged under diſtinguiſhing Heads, each of which ſhould comprehend on the Debit Side Articles correſpondent to thoſe on the Credit Side; and at one View ſhew the Balance on either Side of each Claſs.

In purſuance of this Intention, the State of the Company's Debts, Credits, and Effects in England, came firſt under Conſideration; and your Committee having claſſed them under ſuch Heads as they judged would beſt explain their Nature, the following Account, marked (C), is the Reſult of ſuch Arrangement.

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(C)

STATE of the East India Company's Debts, Credits, and Effects in England, First Day of May 1782.

			Dr.
			£. Sterl.
Standing Debts.			
Owing to Annuitants		£. 2,992,440	
Owing on Bonds, bearing 4 per Cent. Interest		1,497,000	
Owing on Military and Contingent Funds		69,235	
			4,558,675
Current Debts.			
Bonds outstanding, not bearing Interest		£. 12,354	
Bills of Exchange, from	India 441,810; China 770,688	1,212,498	
To Exchequer, for Prolongation, last Payment		100,000	
To Alms Houses at Poplar		4,202	
To Warrants passed the Court, unpaid		72,900	
To Interest unpaid on	Annuities 69,835; Bonds 45,477	115,312	
To Dividends on Stock unpaid		49,291	
			1,566,557
Merchandize and Advances on that Account.			
To Customs on Goods, sold and unsold		£. 1,261,947	
To Freight and Demorage of Ships		307,656	
To Supra Cargoes Commission		68,200	
To Proprietors of Private Trade		17,542	
To Debts in the Department of Shipping		118,036	
			1,773,381
Total active Debts in England			7,898,613
Effective Balance in Favour of the Company in England			255,919
			£. 8,154,532

Particulars of the above Bills of Exchange.

Due and payable to First March 1783	£. 788,728
Ditto ditto to First May 1784	336,289
	£. 1,125,017
Old Bills and Certificates past due	19,200
Sundry Bills and Certificates advised, not accepted	66,710
Old Bills and Certificates advised, not presented	1,571
Total as above	£. 1,212,498

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(C)

STATE of the East India Company's Debts, Credits, and Effects in England, First May 1782.

			Cr. £. Sterl.
Standing Credits.			
By Loan to Government, at 3 per Cent. — — — — —			4,200,000
Current Credits and Cash.			
By Board of Ordnance for Salt Petre — — —		£. 265,264	
By Cash in the Treasury — — — —		245,432	
By Bullion in Ditto — — — —		1,346	
		£. 512,042	
By separate Fund — — —	in Money £. 94,536; in Bonds 191,500	286,036	
			798,078
Merchandize and Advances on that Account.			
By Goods sold, not paid for (Discount deducted) — —		£. 663,471	
By estimated Value of Goods in Warehouses — — —		2,115,668	
By prime Cost of Goods, by Prime and Belmont from India, not unladen — — —	£. 207,729		
By Ditto, Five Ships from China, Ditto — —	169,586	377,315	
			3,156,454
Total effective Credits in England — —			£. 8,154,532
Doubtful Credits.			
By Hospital Expences for His Majesty's Troops at Madras, Bengal, and Bombay, as per Account — — —		£. 21,447	
By Expedition to Manilha, as per Account delivered — —		139,877	
By Subsistence of French Prisoners in India, as per Ditto — —		260,687	
			422,011
Dead Stock.			
By East India House and Warehouses, as by Surveyor's Valuation —		£. 253,616	
By Ships, Sloops, and Vessels — — — — —		47,060	
			300,676
Total of Doubtful Credits and Dead Stock — —			£. 722,687

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The preceding Mode of forming the Account of the Company's Debts, Credits, and Effects in England, exhibits at one View the Total of each diſtinct Head, from whence a comparative Balance may immediately be made. Upon the Total of the Three Firſt Claſſes, which contain the clear effective Property in England, the Balance appears to be £. 255,919 in Favour of the Company, which is little more than the Caſh in the Treaſury. And here your Committee think it neceſſary to remark, that the Sum of £. 286,036 is the Company's proper and ſeparate Fund, not liable to be involved in their Commercial Operations, but applicable to the Augmentation of their Dividends without Participation of the Public, and ought to have been ſet aſide and kept ſeparate, unleſs introduced as a Loan; and then it ſhould have been ſtated on the Debit Side as a Debt due from the Commercial Concerns to the Company's private Stock; by which Tranſpoſition the real Balance would have been, as it ought to be, £. 30,117 againſt the preſent effective Quick Stock. But even admitting the Company's ſeparate Fund may, on preſſing Occaſions, be brought into Uſe, yet, unleſs the Sum due from Government for Salt Petre, as well as that due for Goods ſold, ſhould be ſpeedily paid, your Committee conceive the Company cannot diſcharge the following Debts, which they are informed, by the proper Officers, are liable to immediate Demand:

Bonds, outſtanding	£. 12,354
Exchequer	100,000
Warrants paſſed the Court unpaid	72,900
Intereſt unpaid, but due	115,312
Dividends on Stock unpaid, but due	49,291
Freight and Demorage	307,656
Supra Cargoes Commiſſion	68,200
Proprietors of Private Trade	17,542
Debts due by Committee of Shipping	118,036
Amounting in all to	£. 861,291

Beſides the Cuſtoms, which will be payable between the 1ſt of May and the 1ſt of September next, amounting to £. 568,004.

The Articles under Doubtful Credits, could not poſſibly be claſſed with any of thoſe above them; nor did your Committee think themſelves warranted totally to reject them; becauſe they conceive, when a favourable Opportunity offers, Government will endeavour to obtain ſome Satisfaction for the Maintenance of French Priſoners; and, on ſome future Adjuſtment of Accounts, admit of a Liquidation of the other Two Articles.

The Articles under the Head of Dead Stock, muſt evidently remain ſo during the Exiſtence of the Company; and though in their preſent State they may be well worth the eſtimated Value, the Amount cannot be converted to any other Uſe.

Having had Occaſion in the preceding Remarks to mention the large Sum due for Salt Petre delivered, as it is ſtated, by Anticipation, over and above the Quantity of 500 Tons, which the Charter ſtipulates the Company is to furniſh to Government Yearly and every Year, if demanded,

7 your

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your Committee judge this the proper Place to resume the Subject: And though they will not take upon them to discuss how far this Transaction was consistent with your Directors Situation to enter into by Anticipation, or how far the Board of Ordnance, for the Time being, were authorized to demand or take it on that Ground; yet the Company are Sufferers in every Point of View, and ought, as Merchants, to have had the Market Price for all Surplusses at the Time of Delivery: Your Committee, therefore, ordered an Account to be made out, with a Charge of Interest on the several Sums, after the Lapse of the usual Time of Credit on Sales; and by the Account so stated, it appears that Government stands indebted to the Company £. 338,746, instead of £. 265,264.

To sum up the Whole—From the Investigation of the Quick Stock in England, corroborated by the best Information we can obtain from the Officers of the House, as to the Amount of the Annual Payments and Out-goings, independent of Bills and Customs, which generally bring their Acquittal with them in Cargoes, your Committee think they shall not exceed their Commission in saying, that the Company will soon be embarrassed in their Operations for Want of Current Cash, unless some Relief can be obtained from Government; and that the parting with £. 300,000 lately to Government, was an Alienation of their Property, which neither the Situation of their Affairs at that Time could, nor at present can possibly warrant.

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(D)

BENGAL Quick Stock, taken from an Abstract dated 31st March 1781, corrected to 1st May 1782.

	Current Rupees	Dr. Current Rupees,
Current Debts.		
In Civil Department, chiefly on Bonds at Interest — —	121,85,145	
In the Military Department — — — —	3,36,297	
In the Marine Department — — — —	1,267	
		125,22,709
Merchandize and Advances on that Account.		
Due in the Investment Department — — —	2,83,922	
		2,83,922
		128,06,631
Effective Balance of Quick Stock — — —		82,02,197
Total — — — — — —		C.R. 210,08,828
Standing Debts.		
To the Military Fund, deposited by Lord Clive and Syf ul Dowlah, 8,00,000 Sicca Rupees, equal to — — — —	9,28,000	
To contingent Fund for Officers Widows and other such Purposes, established out of the first accumulated Interest on the Deposit for the Military Fund, previous to the Agreement between Lord Clive and the Company — — — —	2,22,720	
		11,50,720
Balance in dormant Property — — —		94,90,041
Total — — — — —		C.R. 106,40,761

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(D)

BENGAL Quick Stock, taken from an Abstract dated 31st March 1781, corrected to 1st May 1782.

	Current Rupees.	Cr. Current Rupees.
Current Credits and Cash.		
Treasure in the Treasury	5,24,368	
Bills receivable	1,53,500	
Balances of Cash in the Civil, Revenue, and Commercial Departments	59,64,777	
		66,42,645
Merchandize and Advances on that Account.		
Goods for Export to England	83,82,920	
Goods imported from England	6,52,402	
Salt	6,596	
Advances for Investment	53,24,265	
		143,66,183
Total effective Quick Stock		C^t R^s 210,08,828
Credits outstanding.		
Civil Department, supposed to include what is due from Asoph ul Dowlah, and others, not likely to be soon liquidated	32,46,635	
Military Department, not explained	1,58,703	
Revenue Department, ditto	5,66,163	
		39,71,502
Stores.		
Civil and Military, in the several Storehouses, to supply the Army, Garrisons, and other occasional Demands	66,69,259	
		66,69,259
Total dormant Property		C^t R^s 106,40,761

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APPENDIX, N° 21.

This Account of Quick Stock in Bengal being formed as nearly on the same Plan of that in England, as the Nature of the component Articles would admit, it appears that the Balance of effective Articles is Current Rupees 82,02,197, or £. 922,747, and the Balance of Non-effective Articles, Current Rupees 94,90,761, or about £. 1,067,711 in Favor of the Company. Upon this Distribution of Property your Committee think it necessary, in Support of their Proceeding, to remark,

That the Account from which the several Sums are taken, is a concise Abstract to the 31st of March 1781.

That having only Totals under General Heads whereon to found their Opinion, they were obliged to recur to former Quick Stocks, drawn more at large, for analogous Explanations.

That the several Articles on the Debit Side are sufficiently clear, and undoubtedly owing by the Company.

That on the Credit Side, the Treasure and Bills receivable are equal to Ready Money; but as the Balances of Cash in the several Departments are chiefly in the Hands of the Paymasters, Residents, and Provincial Councils, they must be considered as appropriated to those respective Employs and Situations.

That the Sum of Current Rupees, 143,66,183, or £. 1,616,196, being actually the Amount of Goods, or Advances for Goods, may be regarded as a productive Object to the Company.

That the Credits outstanding, though expressed only in Abstract in the Account sent Home, appear, by Reference to former Quick Stocks, to include Asoph ul Dowlah's Debt, which in October 1780 stood at about 40 Lacks of Rupees; and though it appears to have been reduced since, your Committee thought they could not with Propriety class the Whole as Credits, which would probably be paid when demanded.

That the Stores, though consisting of a Variety of Articles, many of which might occasionally be sold to the European or Native Inhabitants, or for the Use of the Company's or Country Vessels; yet the Generality of them being for the Defence of the Garrisons of Fort William, the Out Factories, or Forts, as well as for the Service of the Troops in the Field, and such as must, in case of any great *Consumption be replaced*, and kept up to the present State. For these Reasons (which will *apply to all the Presidencies*) and to prevent the Proprietors being misled by an Idea, that all Sums expressed by Figures on the Credit Side of any Quick Stock, were real Property, convertible at all Times to Country Currency, or equivalent Sterling Money, and equally applicable to the Discharge of Debts or Incumbrances, your Committee have thought it consistent with their Duty, as it was expressive of their Opinion, to place these Articles out of the Line of effective Property.

Your Committee have only further to remark on the Subject of the Quick Stock from Bengal, that though there is a great apparent Balance in Favour of the Company, yet none of the Articles

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which compoſe it can be applied to diſcharge the Bond Debt there; on the contrary, that Debt has encreaſed from the 29th February 1780, from Current Rupees 20,17,418 to Current Rupees 121,85,145, or about £. 1,370,829, and muſt continue to encreaſe in the preſent Situation of Affairs; or, what will be worſe, Bills muſt be drawn on England; while the Balances of the Quick Stocks have decreaſed in little more than Two Years, as follow:

28th Feb. 1779.	31ſt Dec. 1779.	29th Feb. 1780.	31ſt Oct. 1780.	31ſt March 1781.
354,96,299	292,78,086	277,41,054	260,30,079	179,14,958

That is to ſay, near One-Half of the Firſt Amount.

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(E)

FORT Saint George Quick Stock, taken from an Account dated the First January 1781, corrected to First May 1782.

Current Debts.		Star Pagodas.	Dr. Star Pagodas.
On Bonds bearing Interest, and a small Sum for Deposits	—	6,33,503	6,33,503
Balance of effective Property	—		5,23,592
Total	—		Pag^s 11,57,095
Balance of dormant Property	—		Pag^s 45,06,400

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(E)

FORT Saint George Quick Stock, taken from an Account dated the First January 1781, corrected to First May 1782.

		Star Pagodas.	Cr. Star Pagodas.
Current Credits and Cash.			
Balances in the several Departments — — — —		79,991	
Balances from Renters, supposed good, and including what due from the Nabob for the Jaghire Lands — — —		2,80,005	
Cash in the Chest — — — Pagodas	26,345		
Treasure — — — { In the Treasury	30,156	80,746	
{ In the Mint	24,245		
			4,40,742
Merchandize and Advances on that Account.			
Goods in the — — — { Export Warehouse —		2,69,453	
{ Import Warehouse —		4,26,843	
Balances due from Merchants to whom Advances have been made for Investment — — — — —		20,057	
			7,16,353
Total of Effective Property —			S^r P^s 11,57,095
Credits outstanding.			
Nabob of Arcot, on Account, for Troops — Pagodas	8,83,396		
European Half mounting — — —	1,500	8,86,563	
Captors of Pondicherry — — —	1,667		

The following Stocks at the Out Settlements and Factories are only inserted in One Line on the Quick Stock Account sent Home from Fort Saint George, dated the 1st January 1781, and stand as below; but on Reference to the preceding Account appear to be chiefly encreasing Balances due from the Circars and other Renters:

		Star Pagodas.	Cr. Star Pagodas.
Nagore — — Pagodas	55,000		
Cuddalore — — —	1,08,000		
Mazulipatam — — —	19,50,000		
Ingeram — — —	90,000		
Vizagapatam — — —	5,00,000		
Ganjam — — —	4,80,000		
		31,83,000	
			40,69,563
Stores.			
In the Civil and Military Storehouses — — — —			4,36,837
Total dormant Property —			S^r P^s 45,06,400

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The Article of Current Debts on the Debit Side of the Quick Stock at Fort Saint George, requires no Remark, as it is chiefly on Bond, and must, in the Nature of Things, have been greatly encreased by the End of last Year, or Bills drawn on the Company, which will shift the Burthen to England, where it will be felt still more sensibly.

The First Article under Current Credits, on the Credit Side, is composed of Balances of Cash in the several Employs, applicable to the immediate Monthly Expence; but the next Article, of Balances from Renters, though supposed to be good at the Time, does not appear to your Committee to be free from the Apprehension that the late Situation of the Jaghire will induce the Nabob, who owes Seven-eighths of the Money, to plead his Claim to a Remittance of Rent while the Enemy possessed the Country. The other Articles are undoubtedly valid.

Under the Head of Merchandize and Advances, the Goods in the Export Warehouse are an expectant Production to this Country, and the best of Credits abroad. Those in the Import Warehouse, though classed with the others, may be sold, and the Produce diverted to the Object most necessary at the Time; but being chiefly Woollens and Copper, it is not to be expected that they can, at this Juncture, be converted to Cash; as the Troubles in the Carnatic obstruct the Sales. The Balances due from the Merchants will be accounted for when the Investment goes on; but a Sum to that Amount, or larger, must be always in their Hands. The net Balance therefore of effective Property at Fort Saint George is favourably taken at Star Pagodas 5,23,592, or £.209,437.

The Head of Credits outstanding, comprehends first, a Debt from the Nabob of Arcot, which, though seldom less than 7 Lacks, was probably recoverable without much Expence, while the Carnatic remained in Peace; but at present no one can entertain a Shadow of Doubt, that the Sum is greatly encreased by the Invasion of Hyder Ally, and that it will cost the Company a much larger Sum to recover the Whole or any Part of it; your Committee therefore thought themselves warranted at present to place it under this Class, as well as the Two next Articles of no great Amount.

The Sum of Star Pagodas 31,83,000, or £.1,273,200, being inserted in the Quick Stock, just as expressed in this Report, appeared so unsatisfactory, that your Committee naturally enquired for the preceding Quick Stocks; and as they found the Renters Balances of the Circars stood at 19 Lacks of Pagodas the 13th October 1779, and had been annually increasing; they could not possibly class these Totals under any other Head than Outstanding Credits, which they fear will long remain a non-productive Object to the Company, and it may be deemed in some Measure fortunate if they are not already increased by an Accumulation of Arrears.

The Stores at this Presidency are classed in the same Manner as at Bengal, for the Reasons there alledged.

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(F)

BOMBAY Quick Stock, taken from an Account sent Home, dated 17th May 1781, corrected to 1st May 1782.

Current Debts.	Bombay Rupees.	Dr. Bombay Rupees.
On Bond at Interest — — — —	84,20,220	
Due to the Bank at Bombay — — — —	9,70,465	
Due for Deposits — — — — —	68,556	
Due to sundry Persons — — — — —	1,18,177	
		95,77,418
Total —		By Rs 95,77,418
Balance of dormant Property —		By Rs 11,82,932

In the General Estimate of the Company's Concerns (B) the Quick Stock at Bombay is made Debtor only for £. 109,794; but in the separate Statement, now under Consideration, there appears a Balance against the Company of 20,61,285 Bombay Rupees, or £. 257,661; this Difference is wholly produced by a Deduction of the Stores: But your Committee think they might with equal Justice have set aside a considerable Part of the Balances, and reduced the reputed Value of Ragobah's Jewels, which are undoubtedly by much over-rated; for both these Articles, as they now stand, are set against clear and positive Bond Debts, which must of course be paid; whereas, were the Balances all convertible to ready Money, they are so dispersed in the Hands of various Employs, and at distant Settlements along the Coast, that they can only be applied to immediate Monthly Expences, or perhaps may remain nearly in the same State as long as the Company have any Possessions or Operations on the Malabar Coast. However, as your Committee could not actually discriminate the very dubious Balances from those which may in Time be paid, or actually fix the real Value of Ragobah's Jewels, and as they must, on the same Principle, have rejected many preceding

Articles

90343

(F)

BOMBAY Quick Stock, taken from an Account sent Home, dated 17th May 1781, corrected to 1st May 1782.

			Bombay Rupees.	Cr. Bombay Rupees.
Current Credits and Cash.				
Balances owing to the Company at the Presidency and Subordinates, exclusive of that due from Ragobah, said to be good —			49,75,107	
Jewels deposited by Ragobah, valued at — —			6,00,000	
Cash at —	Bombay — Bombay Rupees	2,25,564	7,45,530	
	Old Factories — —	5,19,966		
				63,20,637
Merchandize and Advances on that Account.				
Goods for export, at —	Bombay — Bombay Rupees	6,43,118	7,22,047	
	Out Settlements — —	78,929		
Goods imported, at —	Bombay — —	1,34,524	4,73,449	
	Out Settlements — —	3,38,925		
				11,95,496
				75,16,133
			Balance —	20,61,285
			Total —	By Rs 95,77,418
Stores.				
At Bombay —	General Storekeeper — Bombay Rupees	83,464	3,84,464	
	Marine Storekeeper — —	2,41,000		
	Military Storekeeper — —	60,000		
At the Out Factories and Settlements of Kinds — —			7,98,468	
			Total — —	By Rs 11,82,932

Articles ranged under the same Head, they agreed to let them stand, though convinced in their own Minds that they never can be brought in Abatement of the Company's real Debts, or into Liquidation for Payment of current Expences.

The Articles of Merchandize speak for themselves, and the Stores need no further Remarks.

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(G)

BENCOOLEN Quick Stock, taken from an Account sent Home, dated 31st July 1781, corrected to 1st May 1782.

Current Debts.	Spanish Dollars.	Spanish Dollars.	Dr. Spanish Dollars.
To Paper Currency, as by Statement in the Quick Stock	416,778		
Deduct what has been paid in England £. 82,946. 10 s. Equal to — — —	331,786	84,992	
To Sundries, on Bond at Interest — — —		235,212	
To Sundries, on Account — — — —		8,842	329,046
Total — —			Sp. Dol. 329,046
Balance of dormant Property —			Sp. Dol. 226,822

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(G)

BENCOOLEN Quick Stock, taken from an Account ſent Home, dated 31ſt July 1781, corrected to 1ſt May 1782.

				Cr.
Current Credits and Caſh.				
		Spaniſh Dollars.	Spaniſh Dollars.	Spaniſh Dollars.
Owing the Company, —	On Bond	107,682	145,947	
	From Sundries	38,265		
Balances in Hand at —	Preſidency	6,782	46,540	
	Out Settlements	39,758		
Caſh in the Cheſt and Treaſury —	—	—	53,410	
				245,897
Merchandize and Advances on that Account.				
Goods for Export —	Pepper at Preſidency	38,691	80,149	
	Ditto at Subordinates	41,458		
				80,149
				326,046
	Balance	—	—	3,000
	Total	—	—	Sp. Dol. 329,046
Stores.				
Cattle under the Superintendant —	—	—	6,862	
Stores and Utenſils at the —	Preſidency	165,437	219,960	
	Subordinates	54,523		
				226,822
	Total	—	—	Sp. Dol. 226,822

The Balance of Effective Stock at Bencoolen appears by the Account to be only 3,000 Dollars, or £. 750, againſt the Company; but as that Settlement is and has long been a loſing Eſtabliſhment, no productive Property can be expected from thence, without equivalent Imports from, or Drafts on, England. What is there already, except the Pepper, is only for Stock and current Uſe, and cannot ever be valued as a Counterbalance to the Bonds, which muſt finally be liquidated in England, or by Aſſets from the other Settlements.

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(H)

QUICK STOCK in China, by last Account, after Dispatch of the Five Ships, dated 8th April 1781, standing the same 1st May 1782.

	Dr.
To Balance — — — —	£. 192,979

Quick Stock at Saint Helena, taken from the Books, ending 30th September 1780, standing the same 1st May 1782.

To Balance — — — —	£. 21,338

Floating Adventures outward-bound, not included in the State of Effects in England, or in the Quick Stocks Abroad.

To Balance — — —	£. 852,055

Dead Stock at the Company's Settlements Abroad the First May 1782.

To Balance — — — —	£. 6,082,475

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(H)

QUICK STOCK in China, by last Account, after Dispatch of the Five Ships, dated 8th April 1781, standing the same 1st May 1782.

	Cr.
Merchandize and Advances on that Account.	
Remaining with the Supra Cargoes, after the Dispatch of the Pigot, Vansittart, Glatton, Earl Mansfield, and Lord Holland, towards this Year's Investment — — — — *Tales* 551,368	
Reckoning each Tale 7 *s.* equal to — — —	£. 192,979

Quick Stock at Saint Helena, taken from the Books, ending 30th September 1780, standing the same 1st May 1782.	
By Cash, Stores, and Utensils, for the Expence and Use of the Garrison and Island —	£. 21,338

Floating Adventures, outward-bound, not included in the State of Effects in England, or in the Quick Stocks Abroad.

By Impress paid Owners of Ships outward — — —	£. 154,767	
By Cargoes sent out in Ships of 1780, paid for — — —	373,758	
By Cargoes sent out in Ships of 1781, paid for — —	323,530	
		£. 852,055

Dead Stock at the Company's Settlements Abroad, the First May 1782.

Fortifications and Buildings.

Bengal and its Dependencies —	Current Rupees	297,86,184	£. 2,978,618	
Fort Saint George Ditto — —	Star Pagodas	32,71,142	1,199,419	
Bombay — Ditto — —	Bombay Rupees	100,93,975	1,136,072	
Bencoolen — Ditto — —	Spanish Dollars	326,935	81,734	
Saint Helena — —	—	— —	36,538	
				£. 5,432,381

Plate, Houshold Furniture, Plantations, Farms, Slaves, Sloops, and Vessels.

Bengal and its Dependencies — —	Current Rupees	7,68,240	£. 76,824	
Fort Saint George Ditto — —	Star Pagodas	5,53,736	203,036	
Bombay — Ditto — —	Bombay Rupees	25,07,996	292,599	
Bencoolen — Ditto — —	Spanish Dollars	160,150	40,038	
Saint Helena — —	—	— —	37,597	
				£. 650,094
Total Dead Stock Abroad — — —				£. 6,082,475

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The Balance of 551,368 Tales, or £.183,789, in China, is the moft pleafing Article which has fallen under your Committee's Obfervation, as it has no Debit to contraft it, and enfures Cargoes for at leaft Four Ships.

The Ifland of Saint Helena being an eftablifhed Annual Expence, all the Property there can only be claffed as Stores for the Ufe and Defence of the Colony.

The Head of Floating Adventures outwards, being the Prime Coft and Charges of Merchandize on Goods fent to the feveral Settlements in 1780 and 1781, not yet arrived at any Settlement in India, at leaft no Advices to that Effect having been received, your Committee could not fix them as actual Property among the Quick Stocks Abroad, or include them in that at Home; but neverthelefs the Amount of them (the Rifque of the Seas excepted) will certainly be incorporated and applicable fomewhere, and that Part fent to China, being about £.120,000, will be invefted in an Equivalent to be returned to this Country.

With refpect to the Dead Stock at the feveral Settlements Abroad, though nothing was added under that Defcription in the General Eftimate, to the £.400,000 awarded by Lord Godolphin in the Year 1702, as the computed Value there of the Forts, Factories, Utenfils, &c. of the Old Companies, yet your Committee cannot but fuppofe, that had the prefent Company's Concerns been clofed laft Year, and another Company had been eftablifhed feparately, or ingrafted on them with an enlarged Stock, or that Government had affumed the Protection and Defence of the Eftablifhments, a confiderable additional Valuation muft have been allowed for an Expenditure under that Head of £.6,082,475.

Before your Committee can proceed in their Remarks, and deduce a compound General Statement from the preceding Quick Stocks, it becomes neceffary to fix a Rate of Exchange between the Currency of Accounts Abroad and Sterling Money, in order to affimilate the Whole under *General Totals, though it matters not in point of abftract Value, whether*

		s.	d.		s.	d.
The Current Rupee be taken at	—	2	0	or	1	9
Pagoda — —	—	8	0	—	7	4
Tale — —	—	7	0	—	6	8
Dollar — —	—	5	0	—	4	9
Bombay Rupee —	—	2	6	—	2	3

Becaufe the Company's Property in the feveral Parts of India (be it kept in what Coin it may) is principally and generally applicable to the Exigencies of the Settlement where it is, and if transferred to any other Settlement, will be received as Merchandize, or re-coined into the Currency of the Place. Therefore, in the Comparifon of the Debit againft the Credit of the Quick Stock at any Settlement (let the ideal Value in Sterling Money be what it may) the Balance will be expreffed in the eftablifhed or reputed Currency of the Place, and cannot affect the Company's Account at Home, except in Cafe of Bonds given for Sums of any Coin in India without expreffing an Equivalent of Sterling Money, and thofe Bonds ultimately coming to be paid in England for want of Affets Abroad. This Circumftance may occafion a Difficulty, and give Rife to legal Difcuffion; but Bills of Exchange always carry their refpective Values on them, which vary according to the Times.

 With

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With respect to Merchandize sent out from England to India, and Merchandize returned Home from thence, the Produce must vary according to the Markets Abroad and at Home, and according to the ideal Value affixed to Foreign Currency; but can only affect the Company or be decided on the following Position:

For Instance, suppose £. 100 laid out in Broad Cloth in England sells at Bengal for 1,200 Current Rupees; if on this Occasion the Exchange be reckoned at

2*s.* per Current Rupee, the Profit is 20 per Cent.
If 2*s.* 3*d.* the Profit is 35 per Cent.

Again, if the Produce of 1,200 Current Rupees be laid out in Muslins, and these, when brought to England, sell for £. 150, the Produce of the Operation, reckoning

At 2*s.* the Current Rupee, will be 1,500 Current Rupees, or an apparent Profit of 25 per Cent.
At 2*s.* 3*d.* the Current Rupee, will be $1333\frac{1}{3}$, or an apparent Profit of only $13\frac{1}{3}$ per Cent.

But the real Profit to the Company in England, by Comparison of First Costs, will be 50 per Cent. which is the only Point that can be established let the Discussion be carried on ever so long, except that the higher the Exchange in India, the greater the apparent Profit there; and the Reverse in England; so that for the Purpose of the present Calculation, your Committee have adopted the Company's Valuation, viz.

	s.	*d.*	
The Star Pagoda — — —	8	0	
Tale — — — —	6	8	
Spanish Dollar — — —	5	0	
Bombay Rupee — — —	2	6	and the
Current Rupee — — —	2	3	

(I)

ABSTRACT of General State of the East India Company's Debts, Credits, and Effects, both at Home and Abroad, the 1st May 1782.

Dr.

	Debts in England.	Debts Abroad.	Total £. Sterling.
	£. Sterling.	£. Sterling.	
Standing Debts.			
Owing on Bonds and Annuities — — —	4,489,440	— —	4,558,675
Owing to Military and Contingent Funds — —	69,235		
Current Debts.			
Bonds, Bills, Dividends, &c. owing in England — —	1,566,557		
In Bengal — — Current Rupees, at 2 *s.* 3 *d.* — 125,22,709	— —	1,408,805	4,508,202
Fort St. George — Star Pagodas, 8 *s.* — 6,33,503	— —	253,401	
Bombay — — Bombay Rupees, 2 *s.* 6 *d.* — 95,77,418	— —	1,197,177	
Bencoolen — — Spanish Dollars, 5 *s.* — 329,046	— —	82,262	
Merchandize and Advances.			
Customs, Freight, Commission, &c. in England — —	1,773,381	— —	1,805,322
In Bengal, Balances due to Merchants, Current Rupees, at 2*s.* 3*d.* 2,83,922	— —	31,941	
Total active Debts — — — —	7,898,613	2,973,586	10,872,199
To Balance of effective Property in England — — —	255,919		
Balance of effective Property Abroad — — —	— —	1,057,560	
Balance of effective Property in England and Abroad — —	— —	— —	1,313,479
Total — — £.	8,154,532	4,031,146	12,185,678
Floating Adventures outwards.			
To Balance — — £.	— —	— —	852,055
Debts outstanding.			
Bengal Military Fund — 9,28,000 — —			
Contingent ditto — 2,22,700 — —			
11,50,700 Current Rupees, at 2*s.* 3*d.*	— —	129,456	129,456
To Balance dubious Credits in England — — —		129,456	129,456
To Balance of outstanding Credits and Stores Abroad — —	422,011		
To Balance of dubious Credits, outstanding Credits, and Stores in England and Abroad — — — —	— —	3,096,098	
	— —	— —	3,518,109
Total — — £.	422,011	3,225,554	3,647,565
Dead Stock.			
To Balance of Dead Stock in England —	300,676	— —	
To Balance of Dead Stock Abroad — — —	— —	400,000	700,676
Total — — £.	300,676	400,000	700,676

Recapitulation of the Totals.

To standing Debts — — — — —	£. 4,558,675
Current Debts — — — — —	4,508,202
Merchandize and Advances — — — —	1,805,322
Debts outstanding — — — — —	129,456
	11,001,655
To Balance —	6,384,319
Total	£. 17,385,974

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(I)

ABSTRACT of General State of the East India Company's Debts, Credits, and Effects, both at Home and Abroad, the 1st May 1782.

Cr.

		Credits and Effects in England.	Credits and Effects Abroad.	Total. £. Sterling.
Standing Credits.		£. Sterling.	£. Sterling.	
By Loan to Government — — — —		4,200,000	— —	4,200,000
Current Credits and Cash.				
By Government, Treasury, and separate Fund in England — —		798,078	— —	
By Bengal — — Current Rupees, at 2 s. 3 d. —	66,42,645	— —	747,297	
Fort St. George — Star Pagodas, 8 s. —	4,40,742	— —	176,296	2,573,225
Bombay — — Bombay Rupees 2 s. 6 d. —	63,20,637	— —	790,080	
Bencoolen — — Spanish Dollars 5 s. — —	245,897	— —	61,474	
Merchandize and Advances.				
By Goods in Warehouses and River — — — —		3,156,454	— —	
At Bengal — — Current Rupees, at 2 s. 3 d. —	143,66,183	— —	1,616,195	
Fort St. George — Star Pagodas, 8 s. —	7,16,353	— —	286,541	
Bombay — — Bombay Rupees, 2 s. 6 d. —	11,95,496	— —	149,437	5,412,453
Bencoolen — — Spanish Dollars, 5 s. —	80,149	— —	20,037	
China — — Tales, — 6 s. 8 d. —	551,368	— —	183,789	
Total active Property in England and Abroad — £.		8,154,532	4,031,146	12,185,678
Floating Adventures outwards.				
By Cargoes of Ships in 1780 and 1781, and Impress — — £.		— —	— —	852,055
Credits outstanding.				
By Bengal — — — Current Rupees, at 2s. 3d.	39,71,502	— —	446,794	
Fort St. George Presidency Star Pagodas 8s.	8,86,563	— —	1,627,825	2,074,619
Ditto Subordinates — — —	31,83,000			
Doubtful Credits.				
By Subsistence of French Prisoners, Hospital, and Manilha — —		422,011	— —	422,011
Stores.				
By Bengal — — Current Rupees, at 2 s. 3 d. —	66,69,259	— —	750,291	
Fort St. George — Star Pagodas, 8 s. —	4,36,837	— —	174,735	
Bombay — — Bombay Rupees, 2 s. 6 d. —	11,82,932	— —	147,866	1,150,935
Bencoolen — — Spanish Dollars 5 s. —	226,822	— —	56,705	
St. Helena — — — —	—	— —	21,338	
Total of Stores, outstanding and doubtful Credits — £.		422,011	3,225,554	3,647,565
Dead Stock.				
By Warehouses, Sloops, and Vessels in England — —		300,677	— —	700,676
By the several Presidencies in India, according to Lord Godolphin's Award in 1702 — — — — —		— —	400,000	
Total dubious and dormant Property — £.		300,676	400,000	700,676

Recapitulation of the Totals.

By standing Credits — — — — —	£ 4,200,000
Current Credits and Cash — — —	2,573,225
Merchandize and Advances — — — —	5,412,453
Floating Adventures outwards — — — —	852,055
Credits outstanding — — — —	2,074,619
Doubtful Credits — — — —	422,011
Stores — — — — —	1,150,935
Dead Stock — — — —	700,676
Total	£. 17,385,974

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The aforegoing Abstract, formed from the Debit and Credit of what your Committee have judged proper to class under the Descriptions of Effective, Floating, and Non-productive Property, exhibits separately the Balances under each Division in England and Abroad.

The Balance of the Company's Effective Property in England, with the Assistance of the separate Fund, is, as before observed, £. 255,919. The Debts now payable by the Company exceed their immediate Resources, unless they postpone Payment, or borrow; though it is equally true, that they have Effects in their Warehouses in England, could they be all sold, sufficient to discharge their Debts.

The Balance of the effective Property Abroad, according to your Committee's Estimation, is equal to £. 1,057,560; but that Balance arises from setting the Cash in the several Employs, and the Goods in the Warehouses both for Export and Sale, as well as the Cash in China (which is applicable to Commerce only) in Opposition to Bond Debts and other Debts in India; which, your Committee think it their Duty to observe, will not, and cannot be paid, or even reduced from the Amount of either, but must be liquidated from future Savings in the Revenue; whilst, from the present Situation of Affairs, these Bond Debts are increasing monthly. Even by the Accounts now produced (more than Twelve Months back) they amounted to at least Two Millions and an Half Sterling at the Three Presidencies.

The Amount of Floating Adventures comprehends many Articles of Trade, which must be deemed effective; but the Whole being subject to Risque, and uncertain where they may be incorporated, your Committee could not place them more to their Satisfaction than by themselves, between England and India, and between the Classes of effective and dubious Property.

The Remarks and Opinions which your Committee have given upon the separate Statements and General Abstract of your Concerns, are such as appeared to them descriptive of their true Situation and real Value; and the Result, by their Mode of stating, is, that after opposing Cash, Treasure, and other effective Property against current Debts, the several Balances which compose the Whole of the Company's Property will stand as follows in their respective Classes:

Effective Property in England	£. 255,919	
Effective Property Abroad	1,057,560	
		£. 1,313,479
Floating Adventures	852,055	852,055
Dubious Credits in England	422,011	
Dubious Credits, Stores, and outstanding Debts Abroad	3,096,098	
		3,518,109
Dead Stock in England	300,676	
Dead Stock Abroad, as per Lord Godolphin's Award	400,000	
		700,676
Total		£. 6,384,319

Which Total differs from the Amount of the Estimate to the 1st May only in the fractional Parts, and in the Company's Capital Stock of £. 3,200,000, usually stated at £. 2,800,000, not being

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being deducted. The essential Difference in the Conclusion to be drawn from the Two Accounts, arises from the different Degree of Value or Estimation in which the component Parts are held, and the Application of each to its proper Object.

Your Committee here think it necessary to make some Remarks on the Sum of £. 2,800,000, which has constantly stood in the General Statements of Debits, Credits, and Effects of the East India Company both at Home and Abroad, that have been occasionally laid before the Proprietors. They find this Sum of £. 2,800,000 placed on the Debit Side of these Accounts without any Comment or Explanation, but that of its being £. 87. 10 s. per Cent. paid by the Adventurers on £. 3,200,000.

The unsatisfactory State in which this Article has long remained, has created Doubts and Dissatisfaction in several Proprietors; some imagining there has been a Deficiency of £. 12. 10s. per Cent. in the Payment on their Stock, which may be still called for; and others, that no more than £.87. 10s. per Cent. having been advanced by the Proprietors to Government, no greater Sum can be required back on Re-payment.

The Act of the 3d of George the Second recites particularly, "That the United Company of Merchants of England trading to the East Indies are legally entitled to the principal Capital Stock of £. 3,200,000, and to the redeemable Fund of £. 160,000 per Annum." This was by the same Act, and by Agreement with the Company, reduced to £. 128,000 per Annum.

This £. 3,200,000 is generally deemed the Capital Stock of the Company, although in Reality but a Standard by which the Quantity of the Stock, standing in each Proprietor's Name in the Company's Books, had, on the Union of the Companies, been regulated. There cannot be a Doubt of this £. 3,200,000 having been advanced by the Company to Government, or that it will be repaid to the full whenever redeemed; but as your Committee can find no satisfactory Account relative to the Article of £. 2,800,000, said to have been paid by the Adventurers, they have omitted it entirely.

It seems almost impossible at present to trace the several Sums that have been advanced by different Adventurers who have engaged in this Trade, since its Foundation under Queen Elizabeth in the Year 1602; at which Time considerable Sums were certainly advanced by the First Adventurers. Further Sums must have been advanced by the Company under King Charles the Second, in the Establishment of their Presidency at Bombay, and in carrying on their Trade in other Parts of India.

Considerable Sums must have also been advanced by a Second Company, established by King William, for carrying on a separate Trade to India.

Since the Union of those Companies under Queen Anne, immense Sums have been expended in the Establishment of their several Presidencies and Factories in India, and in the Extension of their general Commerce.

It appears from the Company's Books, that many Millions have been expended in the Acquisition of their territorial Possessions and Revenues in India, and also in the Construction of Fortifica-

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tions necessary for their Defence and Preservation; further large Sums have been also laid out in Warehouses and Civil Buildings, at Home and Abroad, for the better carrying on the general Business of the Company.

Whatever remains of these at present, is certainly become the Property of the United Company; and this, with their General Stock in Trade, and the Debt due to them from Government, may be considered as the real Capital Stock of the Company, subject to all their several Debts and Demands.

On a general Statement of the Debts, Credits, and Effects of the Company, whatever remains on the clear Balance may certainly be esteemed the net Stock of the Proprietors; but this will require a further Division, in order to come at its real Value.

The Part generally deemed Quick Stock, which is Cash, or what is readily convertible into Cash, carries its real Value along with it.

The Part which is generally deemed Doubtful and Dead Stock, consists chiefly of Military Stores, Warehouses, and Civil Buildings at Home and Abroad, and also Forts and Fortifications in India.

The Military Stores, which have cost the Company a very considerable Sum, are in some Degree convertible into Cash in the Way of Trade; but being absolutely necessary to the Safety of their Settlements, cannot properly be parted with. The Warehouses and Civil Buildings are in a like Situation, and must be preserved whilst the Trade is continued.

The Forts and Fortifications, which appear by the Company's Accounts to have been erected at an immense Expence, are absolutely necessary to the Safety and Preservation of their several Settlements, and give a Permanence and Stability to their Property in India; and although they are not convertible into Cash, they are an essential Part of the Company's real Property, that must always give a very considerable additional Value to the Proprietors Stock at Market.

The Balance of £. 6,384,319, which comes out from the Abstract of all the several Accounts, in whatever Degree of Estimation it may be held, or whatever it may produce could it be realized, is what the Proprietors have, under the respective Heads, to make up their Capital; and of this Sum £. 2,165,534, including the Floating Adventures, is effective.

In taking a general and comprehensive View of your very extensive Concerns, and observing how they are dispersed and engaged, compared with former Periods, when Commerce was the principal Operation, and your circulating Property was chiefly confined to that Object; it will be obvious, that the present Enquiry, upon the Receipt and Disbursement of so many Millions Yearly, should not be confined to what your effective Balance may be on the Whole, or what your Balance is in dormant and non-productive Property. The great Consideration that will naturally occur is, how far your Revenue, and all the Resources that can be obtained by Bonds and Bills, or otherwise, are equal at present to the current Expences of the Civil and Military Establishments, and to the Provision of such Cargoes for your Ships on their Return, as will enable you to provide for all Exigencies in England. Your Committee would have gone fully into this Question, and brought it fairly before you,

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you, but authentic Documents are wanting; however, they cannot avoid expressing their thorough Conviction, that your Expences at present greatly exceed your Income, and consequently, that your Debts, especially those in India, are increasing.

Your Committee think it necessary to remark here, that the Balance of effective Property Abroad would not come out £. 1,057,560 in Favour of the Company, if the Goods in the Warehouses for Export as well as Import were not set in Account against the Bond Debts Abroad, though in Reality they cannot be applied to the Payment of it. For it should always be remembered, that the Goods for Exportation are generally destined to load the Ships of the Season to England, and that to keep the Investment going on, Advances must be made in the Course of every Year, equal to the Amount of Merchandize sent away, otherwise there will soon be a Defect in the Warehouses at Home. For Example; if from the Goods in Bengal the Amount of One Crore was consigned last Year to England, a Crore of Rupees would be wanted from Time to Time for the Purchase of others to replace them; and the like at other Presidencies from whence Cargoes are expected. And while your Committee are on this Subject, it may not be foreign to mention, that they understand there are at this Juncture 30 Ships in India which went out in the Year 1780 and 1781, besides 30 gone and going out this Season. The Freight and Demorage of the First 30 Ships will not amount to less than a Million Sterling; so that unless the Cargoes are very considerable, and the Sales very advantageous, it is to be apprehended the Funds requisite for annual Payments will fall short.

Your Committee have already observed, that they could not ascertain to any late Period since the Operations of War, the Amount of the annual Income or the annual Outgoings at the Three principal Presidencies; but they were clear the Excess was on the Side of the Outgoings; and whatever the whole Expenditure might have been in the Year 1780, an additional Expence will be incurred, from the 24th June last, of Two Lacks of Current Rupees per Annum, for every Regiment of 1000 Men of His Majesty's Troops in India. And from the 5th Day of July next, all the Expence of victualling the Fleet and Hospitals, as well as Stores, to be furnished by the Company Abroad in the first Instance, must be supplied by them; so that with such a Fleet as is already in India, and lately gone thither, the Company will be obliged to sustain an additional Yearly Expence of at least £. 250,000 more, in the Midst of the most expensive and ruinous War they were ever engaged in, both against Native and European Enemies.

Before your Committee close this Report, they beg Leave to say a few Words on the Subject of the Reference made to them, and to assure the Proprietors that if they have exceeded the Limits of their Appointment, by giving Opinions instead of adhering to Figures only, they did it solely from a Persuasion, that their Report would be incomplete without such Remarks; and that if these Remarks have carried them into Matters not wholly comprized under Debit and Credit, they were so connected with Accounts as to be the very Source and Cause of them. For, situated as the Company now are, it is impossible to discuss the Subjects of Trade and Expence without adverting to collateral Objects, on

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on which the others materially depend; because the Company may be successful in War, extend their Possessions, and controul the Politics and Princes of the East, while they are poor in Revenue, distressed for Resources to defray Expences, and Bankrupts in Trade.

East India House,
the 5th June 1780.

Robert Orme,
Jn°. Call,
P. Francis,
Nath[l]. Smith,
J. F. Widmore,
Jac[b]. Wilkinson,
Step. Lushington,
W[m]. Jones,
L. Darell, Jun.
W. Mills, Jun.
K. Fitzgerald,
H. Dodwell.

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APPENDIX, N° 22.

SECOND Report of the Committee appointed by the General Court on the 8th April 1782, to examine into the general State of the Debts, Credits, and Effects, both in England and Abroad, and to report the same with all convenient Speed to a General Court of Proprietors.

THE Swallow Packet having brought Accounts from Bengal and Fort Saint George, to a later Period, and with fuller Explanation, than those which had been under the Consideration of your Committee, when they made their Report of the 5th June, your Committee have thought proper to consider these later Accounts, and now report the Result of their Examinations to the Proprietors.

The Accounts brought by the Swallow, are,

1st. Quick Stock of Bengal, to the 31st of March, with Explanations of the Sums which compose the different Heads and Articles. Your Committee, when preparing their former Report, had only an Abstract in Columns of the Totals of this Quick Stock to form the Account (D) of their former Report.

2d. Quick Stock of Bengal, to the 31st of October 1781, with full Explanations.

3d. Quick Stock of Fort Saint George, to the 28th of October 1781, with fuller Explanation than the Quick Stock of January 1st 1781, and accompanied by the latest Quick Stocks of Masulipatam, Vizagapatam, Ingeram, Ganjam, and Cuddalore, all to the 30th of June 1781; of which the Balances are incorporated into the aforesaid General Quick Stock of Fort Saint George.

Your Committee first proceeded to dissect and state anew the Bengal Quick Stock, dated the 31st of March 1781, with the Assistance of the Explanations which have now accompanied it.

This new Statement follows, and is distinguished by the Letter (K).

BENGAL

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(K)

BENGAL Quick Stock, dated 31st March 1781, corrected to 1st July 1782.

Dr.

Current Debts.		Current Rupees.	Current Rupees.
Civil Department,			
Chiefly on Bonds at Interest — —	Cᵗ Rˢ 111,40,938		
On Account of Deposits — —	9,96,144		
On Account of Sir Eyre Coote's Commission	39,050		
French Commissary — —	2,747		
Old Debts — — —	6,265		
		121,85,144	
Military Department — — — —		3,36,297	
Marine ditto — — — — —		1,268	
			125,22,709
Merchandize and Advances on that Account.			
Due in the Investment Department — — — —			2,83,922
			128,06,631
Effective Balance of Quick Stock — — — —		87,68,357	
Cargoes sent from Bengal to Fort St. George, not brought to Account at their Destination — — — —		9,54,868	
			97,23,225
Total — —			CᵗRˢ 225,29,856

Standing Debts.		
To the Military Fund, deposited by Lord Clive and Syf ul Dowlah, 8,00,000 Sicca Rupees, equal to — — — —	9,28,000	
To contingent Fund for Officers Widows, and other such Purposes, established out of the first accumulated Interest on the Deposit for the Military Fund, previous to the Agreement between Lord Clive and the Company — — — —	2,22,720	
		11,50,720
Balance in dormant Property — — —		95,79,880
Total — — — — —		CᵗRˢ 107,30,600

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(K)

BENGAL Quick Stock, dated 31st March 1781, corrected to 1st July 1782.

			Cr.
Current Credits and Cash.		Current Rupees.	Current Rupees.
Treasure in the Mint		69,475	
Bills receivable		1,53,500	
Balances of Cash in the Civil, Revenue, and Commercial Departments		64,19,670	
			66,42,645
Merchandize and Advances on that Account.			
Goods for Export to England	C^r R^s 83,82,920		
Goods imported from ditto	6,52,402		
		90,35,322	
Salt remaining unsold	6,596		
Advances for the Manufacture of Salt	5,66,163		
Salt Committee Bonds outstanding on Account of Salt sold	5,60,144		
		11,32,903	
Advances for the Investment	33,02,204		
Debts of the Presidency and Subordinates, not perfectly explained, but which are most probably due on the Investment, being under the Commercial Department	9,06,432		
		42,08,636	
Due on Account of Sales at Calcutta and Subordinates, for Europe Goods sold		5,55,482	
			149,32,343
			215,74,988
Cargoes per several Ships for Fort St. George, not included in any Quick Stock			9,54,868
Total effective Property			C^r R^s 225,29,856
Credits outstanding.			
Civil Department,			
Loan to Major Tolley on Mortgage of his Canal	1,16,000		
Commissioners of the Police	52,200		
		1,68,200	
Military Department,			
Loan to Mr. Stewart, account Powder Works	97,259		
Late Military Paymaster General	61,445		
		1,58,704	
			3,26,904
Dubious Credit.			
Due from the Nabob Asoph-ul-Dowlah			30,78,436
Stores.			
Civil and Military, in the several Storehouses		66,69,259	
Stores sent to Fort St. George		6,56,001	
			73,25,260
Total dormant Property			C^r R^s 107,30,600

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The First Remark that will occur on comparing the former Account (D) with the preſent Account (K) is, that the total Balances of effective and dormant Property in (K) exceed thoſe in (D) by 16,10,869 Rupees, as thus,

Effective Balance in D	82,02,197	in K	97,23,225	more in K	15,21,028
Dormant Balance in D	94,90,041	in K	95,79,880	more in K	89,839
Total Balances in D	176,92,238	in K	193,03,105	more in K	16,10,867

In the Explanations received by the Swallow, of the Quick Stock (D), your Committee found a ſeparate Memorandum of Sums, being the Amount of various Effects ſhipped from Bengal to Fort Saint George and other Parts, from the 31ſt of October 1780, the Date of a prior Quick Stock, and the 1ſt of April 1781, the Date of the preſent Quick Stock (D) or (K) at preſent under Conſideration.

The Whole of theſe Sums amount to Rupees 86,64,920; a Part of which muſt, from the Date of their Diſpatch from Bengal, have arrived at Fort Saint George before the Date of the Quick Stock of that Settlement of the 1ſt January 1781; which Quick Stock your Committee have ſtated under Account (E) of their former Report; and conſequently all the Sums ſo arrived, were either conſumed, or, remaining on Hand, were comprized in the Credits of the ſaid Quick Stock (K); but there are other Sums, which, by the Date of their Diſpatch from Bengal, could not have arrived at Fort Saint George, and have been landed there, before the Date of the ſaid Quick Stock (E); conſequently theſe Aſſets were, at that Period, belonging to the Company as a Property, but no where accounted for as ſuch; for Bengal had cleared itſelf of them, and Fort Saint George had not yet admitted them. Your Committee therefore thought it juſt that they ſhould ſomewhere be brought to the Company's Credit, and no where more properly than in the Quick Stock of Bengal, where they had been purchaſed or provided. The Sums have been ſelected according to the beſt Judgment of your Committee, and are inſerted in their Statement (K) viz. under

Cargoes ſent to Fort Saint George, and within the Line of effective Property — —	9,54,868
Stores ſent to Fort Saint George, within the Line of dormant Property — —	6,56,001
Total Current Rupees	16,10,869

Which, allowing a Difference of Two Rupees, ariſing in the other Parts of the Account (K) by not taking in fractional Parts, is the Amount 16,10,867 Rupees, the total Difference of the total Balance between the former Account (D), and the preſent Re-ſtatement (K).

All the Debits effective and dormant are the ſame in both the Statements (D) and (K).

The effective Credits in Statement (K) are encreaſed by a Tranſpoſition from the Line of dormant Credits — — — — —		5,66,163
And likewiſe by Cargoes ſent to Fort Saint George — — —		9,54,868
The dormant Credits are decreaſed by the above Tranſpoſition —	5,66,163	
And encreaſed by the Addition of Stores ſent to Fort St. George —	6,56,001	
Total Increaſe —		89,838
Increaſe of Total Credits in Account (K) more than in Account (D) of the former Report — — — — Current Rupees		16,10,869

But

But under the Line of dormant Credits in the Account (K), your Committee have removed the Debt of the Nabob Asof-ul-Dowlah from the Class of outstanding Credits to the Class of dubious or doubtful Credits, on account of the precarious State in which they consider the heavy annual Demands on his Country must continue, notwithstanding any temporary or casual Resource.

Your Committee, having re-stated the Bengal Quick Stock dated 31st of March 1781, proceeded to examine and dissect that of the 31st of October 1781, and now lay before the Proprietors the Statement which has resulted therefrom in the Account (L).

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(L)

BENGAL Quick Stock, dated 31st October 1781, corrected to 1st July 1782.

			Dr.
Current Debts.		Current Rupees.	Current Rupees.
Civil Department,			
Chiefly on Bonds at Interest — —	Ct Rs 179,83,864		
On Account of Deposits — —	18,08,342		
On Account of Sir Eyre Coote's Commission —	39,050		
Buxey and French Commissary — —	9,810		
Old Debts — — —	6,265	198,47,330	
Military Department — — — —		4,25,018	
Marine ditto — — — —		30,900	203,03,248
Merchandize and Advances on that Account.			
Due in the Investment Department — — — —			1,33,292
			204,36,540
Effective Balance of Quick Stock, including Ct Rs 2,54,642 in Cash, Ct Rs 6,08,003 in export Goods, and Ct Rs 1,90,170 in import Goods, being Effects taken from the Dutch, and appropriated to the Company — — — —		56,80,883	
Debts which were due to the Dutch, now appropriated to the Company — — — — —		15,51,499	
Cargoes sent from Bengal to Fort Saint George, the Eastward, and China, not yet brought to Account at their Destinations —		12,34,153	84,66,535
Total — —			Ct Rs 289,03,075
Standing Debts.			
To the Military Fund, deposited by Lord Clive and Syf-ul-Dowlah, 8,00,000 Sicca Rupees, equal to — —		9,28,000	
To Contingent Fund for Officers Widows, and other such Purposes, established out of the first accumulated Interest, on the Deposit for the Military Fund, previous to the Agreement between Lord Clive and the Company — — —		2,22,720	11,50,720
Balance in dormant Property, including Ct Rs 97,634 Stores taken from the Dutch, and appropriated to the Company, and Ct Rs 15,246 Stores on the Way to Saint Helena — — — —			125,78,170
Total — —			Ct Rs 137,28,890

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(L)

BENGAL Quick Stock, dated 31st October 1781, corrected to 1st July 1782.

		Current Rupees.	Cr. Current Rupees.
Current Credits and Cash.			
Treasure in the Mint — —	C^t R^s 34,346		
Bills receivable — — —	1,01,124		
Balances of Cash in the General, Revenue, and Commercial Departments, including the Amount taken from the Dutch — — —	38,65,714		
		40,101,184	
Remittances from the Provincial Chiefships and Collectorships on the Way to Calcutta, and from one Subordinate to another —		7,34,984	
			47,36,168
Merchandize and Advances on that Account.			
Goods for Export to England, including what taken from the Dutch — — —	119,78,543		
Cargoes for Europe per Rochford and Neptune, not included in the above, nor arrived in England —	13,57,750		
	133,36,293		
Goods imported from Europe, including what taken from the Dutch — — —	7,00,186		
		140,36,479	
Salt remaining unsold — — —	11,90,950		
Due on Account Salt sold — —	5,67,226		
Advances for the Manufacture of Salt —	1,46,450		
Salt Committee Bonds outstanding on Account of Salt sold — — —	5,60,144		
		24,64,770	
Advances for the Investment — —	35,16,118		
Debts at the Presidency and Subordinates, not perfectly explained, but which are most probably due on the Investment, being under the Commercial Department — —	9,24,123		
		44,40,241	
Due on Account of Sales at Calcutta and Subordinates for Europe, Goods sold — — — —		4,39,765	
			213,81,255
			261,17,423
Debts outstanding, due to the Dutch at the Time of their Surrender — —			15,51,499
Cargoes per several Ships for Fort Saint George, Eastward, and China, not included in other Quick Stocks — — — — —			12,34,153
Total — —			C^t R^s 289,03,075
Credits outstanding.			
Civil Department,			
Loan to Major Tolley on Mortgage of his Canal	1,16,000		
Ditto to Mr. Page Keble, for building 2 Yachts	27,840		
Commissioners of the Police — —	75,400		
		2,19,240	
Military Department,			
Loan to Mr. Stewart Account Powder Works — —		89,709	
			3,08,949
Dubious Credit.			
Due from the Nabob Asoph-ul-Dowlah — —		64,35,278	
Loan to the Berar Government — — —		11,60,000	
			75,95,278
Stores.			
Including C^t R^s 97,634 taken from the Dutch Company —		57,91,673	
Naval Stores remaining on board the Ships Grosvenor and Chapman, not included in the above — — —		17,744	
Stores sent to Saint Helena — — —		15,246	
			58,24,663
Total dormant Property —			C^t R^s 137,28,890

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The several Articles of new Matter in the Statement (L) which merit Observation and require Remark, are as follow:

The Capture of the Dutch Factories, made in July 1781, by the Presidency of Calcutta, brought the following Additions to the Company's Property, which have been brought to Credit in the Quick Stock made out in Bengal to the 31st of October 1781, and have been preserved by your Committee in their Statement (L), viz.

		Cᵗ Rˢ
In Cash taken at Hughley and its Subordinates		2,54,642
In Export Goods, ditto ditto		6,08,003
In Import Goods, ditto ditto		1,90,170
	Cash and Goods	10,52,815
Debts due to the Dutch, appropriated to our Company		15,51,499
	Effective Property	26,04,314
Stores taken at Hughley and its Subordinates, dormant Property		97,634
	Total taken from the Dutch Cᵗ Rˢ	27,01,948

These Sums your Committee have incorporated, according to their different Definitions, into the Credits of their Statement (L).

The Supreme Council, in their Advices to the Court of Directors, mention the Apprehensions of Claims on this Property, which have induced them to keep it separate, but this Discussion does not fall under the Consideration of your Committee, who must esteem the Whole of the Dutch Capture as so much clear Gain to the Company, until they see a legal Decision, which they do not apprehend, against it.

Your Committee found at the End of the Quick Stock to October 31st 1781, a Memorandum of sundry Effects sent to St. Helena, Fort St. George, the Eastward, and China, from the 31st March to the 1st November 1781. This Memorandum is similar to that which accompanied the Quick Stock, March 31st 1781, and already explained in the Remarks to the Statement (K); and your Committee have treated it in the same Manner, selecting what had not arrived at their Destination, and bringing back such Amounts to the Credits of Bengal; they are,

Cargoes of several Ships dispatched to Fort St. George after the 18th of October 1781, and which could not have been arrived there at the Date of the Fort St. George Quick Stock of the 28th of October 1781, received by the Swallow, Cᵗ Rˢ	5,15,044
Opium, as your Committee is informed, sent to be sold to the Eastward and China, and the Produce to be accounted for by your Agents in China,	7,19,109
	12,34,153
Stores to St. Helena, dispatched 4th May, and 18th and 24th October 1781, which had not arrived there by the last Advices from thence,	15,246
Cᵗ Rˢ	12,49,399

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These Sums your Committee have appropriated, viz. C^t R^s 12,34,153, being the Consignments to Fort St. George, the Eastward, and China, to effective Credits; and C^t R^s 15,246, the Stores to St. Helena, are added to the general Articles of Stores under dormant Credits.

The Sum of C^t R^s 24,64,770, which appears a Credit in four Articles under the Head of Salt, arises from a Change in the Management of that Commodity. The Advantages which the Company derived from it formerly arose from farming out the Lands where it is made, with Permission to manufacture it, and from Duties on the Transport and Sale; so that all that was received fell in as a Branch of Revenue, and immediately became ready Money in one or other of the Revenue Boards of the Province: But since the Year 1780, the Company have taken the whole Manufacture and Sale of Salt into their own Hands, which is the Reason why Credits appear for Debts due on Account of Salt sold; for Advances for the Manufacture of Salt; and for Bonds outstanding for Salt sold, as well as for the Amount of a large Parcel of Salt remaining unsold: All these Articles may at all Times be deemed valid Credits, if the Salt remaining on Hand is rated below the probable Market-price, to answer the unavoidable Wastage of the Commodity.

Your Committee think it necessary to point out the particular Sums in the effective Credits, which are either certainly, or probably appropriated to the Investment, or Provision of Goods to be sent to England. They are the following Articles:

Goods for Export (absolutely in the Warehouse) including C^t R^s 6,08,003 taken from the Dutch		C^t R^s 119,78,543
Cargoes for Europe not included in the above, nor arrived in England		13,57,750
		133,36,293
Advances for the Investment	35,16,118	
Debts at the Presidency and Subordinates	9,24,123	
		44,40,241
Debts outstanding due to the Dutch at the Time of their Surrender, &c. &c.		15,51,499
		C^t R^s 193,28,033

Of this Sum more than Two-thirds, viz. C^t R^s 133,36,293 were brought in on the 31st of October last, and the Remainder C^t R^s 59,91,740 was at that Time Money employed for the Provision of more Goods.

Under the Head of dormant Credits, your Committee must remark that the Debt of the Nabob Asoph ul-Dowlah, has increased in 6 Months 33,56,842 Rupees. They have likewise taken into Consideration under what Circumstances the Loan to the Berar Government was made, and think they are justified in considering this a very dubious Debt.

The Stores sent to St. Helena, C^t R^s 15,246, require no further Explanation than has been given for the Stores sent to Fort St. George, specified in the Account (K).

The Debt in the Civil Department amounts to C^t R^s 198,47,330; the greatest Part of this Sum is on Bond, and the rest always liable to claim.

It appears to your Committee that the greatest Part of the Bond Debt in Bengal has accumulated during the late Hostilities, according to the following Statement.

	29 Feb. 1780.	31 Oct. 1780.	31 March, 1781.	31 Oct. 1781.
Debt at Interest C^t R^s	2,45,241	43,14,472	111,40,938	179,83,864

Your Committee leaving Bengal for the present, now lay before the Proprietors their Statement of the Quick Stock from Fort St. George, dated the 28th of October, 1781, under (M).

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(M)

FORT Saint George Quick Stock, 28th October 1781, corrected to 1st July 1782.

	Pagodas.	Dr. Pagodas.
Current Debts.		
In the Civil Department, chiefly on Bonds at Interest — — —	12,77,221	
In the Military Department — — —	1,19,840	
		13,97,061
Merchandize and Advances on that Account.		
Due in the Investment Department — — — —		3,124
		14,00,185
Balance of effective Property —		8,75,349
		Pag^s 22,75,534
Balance of dormant Property —		Pag^s 47,04,884

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(M)

FORT Saint George Quick Stock, 28th October 1781, corrected to 1st July 1782.

	Circars.	Farms.		Pagodas.	Cr. Pagodas.
Current Credits and Cash.					
Balances in the several Departments — — —				3,25,395	
Balances of Renters, supposed good, exclusive of the Jaghire farmed to the Nabob — — — —				1,24,491	
Cash in the Chest — — —			Pagodas 18,866		
at the subordinate Factories — —			53,137		
Treasure in the Treasury — — —			96,221		
in the Mint — — —			1,87,285		
				3,55,509	
Rent due from the Nabob, Account the Jaghire Lands — —				5,39,830	
Rajah of Tanjore, for the Arrears of his Subsidy — —				2,00,000	
					15,45,225
Merchandize and Advances on that Account.					
Goods in the export Warehouses at the Presidency and Subordinates				3,65,567	
in the import Warehouses at ditto ditto			2,59,489		
Cargoes per several Ships arrived from England, not included in the above — —			25,292		
				2,84,781	
Balances due from Merchants, &c. to whom Advances have been made for Investment at the Presidency and Subordinates — —				79,961	
					7,30,309
Total of effective Property —					Pag[s] 22,75,534
Credits outstanding.					
Nabob of Arcot, on Account, for Troops —			Pagodas 14,64,231		
European Half mounting — — —			1,500		
Captors of Pondicherry — — —			1,667		
				14,67,398	
Balances at the Out Settlements, viz.					
Due from the Renters of the Circars, and other Renters, viz.					
Nagore and Karrical, Balances due from the Renters in February 1781, at which Time those Districts were evacuated by the Company's Troops —		47,798			
Cuddalore — — —		71,427			
Masulipatam — —	13,81,782	2,39,442			
Vizagapatam — —	3,61,899	9,413			
Ganjam — —	4,33,910	—			
Pagodas	21,77,591	3,68,080			
			25,45,671		
Due on sundry Accounts — — —			20,947		
				25,66,618	
					40,34,016
Stores.					
In the Civil and Military Storehouses at the Presidency and Subordinates				6,10,821	
Cargoes of several Ships arrived from England, not included in the above				60,047	
					6,70,868
Total dormant Property —					Pag[s] 47,04,884

According to the Remark of the Committee in their former Report on the Fort St. George Quick Stock, dated the 1st of January, 1781, marked (E), they find the Debt in the present Quick Stock (M) October 28th 1781, encreased, viz.

It stood in (E) Pag^s 6,35,503. In (M) Pag^s 14,00,185. encrease Pag^s 7,66,682.

Nevertheless the Balance of effective Property, in Favour of the Company, is encreased from Pag^s 5,23,592 to Pag^s 8,75,349; encrease Pag^s 3,51,757.

But on the Credit Side the Debts due to the Company, standing under the Line of effective Property, and arising from Rents of their Lands and the Tanjore Subsidy, are encreased in the present Account (M) to the 28th of October 1781, according to the following Statements:

Balances of Renters, supposed good, exclusive of the Jaghire farmed by the Nabob, amount to	Pag^s	1,24,491
Rent due from the Nabob on Account of the Jaghire Lands		5,39,830
Rajah of Tanjore owes for the Arrears of his Subsidy		2,00,000
	Pag^s	8,64,321
In the Statement (E) of the Quick Stock of Fort St. George to the 1st of January 1781, the Balances due from the Renters supposed good, and including what then due from the Nabob for the Jaghire Lands, exclusive of any Thing due on the Tanjore Subsidy, which then owed nothing, amounted to		2,80,005
Encrease of Debt due to the Company from Rents and Tanjore Subsidy.	Pag^s	5,84,316

Which is more than the Encrease of the Balance of the effective Property between the two Quick Stocks; that dated January 1st 1781 (E) and that of October 28th 1781 (M).

Under the Line of dormant Property, the Debt due from the Nabob of Arcot for Troops is increased from Pagodas 8,83,396 to Pagodas 14,64,231; encrease Pagodas 5,80,835.

The Balances of Quick Stocks at the Subordinates under Fort St. George, which your Committee gave in the Account (E) of their former Report, were unaccompanied with any Particulars, and only estimated by the Presidency, and your Committee put the Whole to Revenue Debts at those Settlements, and therefore under the Line of dormant Property; the Total was Pagodas 31,83,000

In the present Account (M), the Total of the Balances of those Quick Stocks amount to 31,30,494

The Decrease is Pagodas 52,506

From the Particulars of the Quick Stocks of the respective Subordinates to the 30th of June, 1781, your Committee were enabled to select what belonged to effective Property, such as Cash, Balances of Departments, Merchandizes, Goods, Advances, and good Debts, which they have accordingly and respectively incorporated within the Line of effective Property. They likewise found Debts not belonging to Revenues but not of certain Discharge, amounting to Pagodas 20,947, which they have placed in addition to the Debts actually due at the Subordinates on Account of the Circars and Farms. The following Statement will shew what on the Balance of each Subordinate belongs to effective Property and what to dormant Property, under Circars and Farms, Stores and sundry Debts.

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	Effective Property. Pagodas	Circars and Farms. Pagodas	Stores. Pagodas	Sundry Debts. Pagodas	Total Balances. Pagodas
Nagore and Karrical	—	47,798	—	—	47,798
Cuddalore	12,629	71,427	3,439	—	87,495
Masulipatam	3,07,349	16,21,224	44,540	3,428	19,76,541
Ingeram	75,708	—	1,399	649	77,756
Vizagapatam	51,231	3,71,312	29,503	4,115	4,56,161
Ganjam	25,442	4,33,910	12,636	12,755	4,84,743
Pagodas	4,72,359	25,45,671	91,517	20,947	31,30,494
				Effective Property	4,72,359
				Dormant Property	26,58,135
				Pagodas	31,30,494

If similar Explanations of the Subordinates Quick Stocks had accompanied the Fort Saint George Quick Stock (E) of the former Report, the same Diffections would have been made, and the effective Property of the said Quick Stock would probably have been encreased about Five Lacks of Pagodas, and the dormant Property would have been diminished in the same Proportion.

No other Parts of the Fort Saint George Quick Stock, 28th of October, 1781, require Explanation.

After your Committee had proceeded thus far in diffecting the Materials of the present Report, there arrived Advices from China with an Estimate of the Company's Property there to the 7th of January 1782; which amounts to Tales 1,543,401, liable to Bills on England drawn for Pounds Sterling 347,216, of which the Advices came at the same Time as the Estimate. The China Estimate which your Committee laid before the Proprietors in their former Report, amounted only to Tales 551,368; but by the present Estimate from China, it ought to have been Tales 579,398, which Balance is exceeded in the present Estimate by an Encrease of Tales 964,003, and this Encrease is accounted for as follows:

Balance brought from last Season		Tales 579,398
Received for Bills and Certificates on England	Tales 909,043	
Cotton from Bombay, and Red Wood from Madras	45,793	964,003
Amount of Teas returned from England	9,167	
	Tales	1,543,401

The Difference between the latter and the former Quick Stocks of Bengal (K) and (L), as well as of the former China Estimate and that lately arrived, together with Alterations in the Account of England which have happened since the 1st of May, induced your Committee to cause another Estimate of the General State; also a State of the Company's Debts, Credits, and Effects in England, to be made out by the Accountant unto the 1st of July, and on these Estimates to form a General Abstract, similar to that marked (I) of their former Report. These three Accounts are now laid before the Proprietors, viz. The Accountant's General Estimate under (N), the State in England under (O), and the Committee's Abstract under (P).

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(N)

ESTIMATE of the General State of the East India Company's Debts, Credits, and Effects, both in England and Abroad, on the First Day of July 1782.

	Dr.
To what owing from the Company to the Annuitants	£. 2,992,440
To Bonds standing out bearing Interest	1,497,000
To ditto not bearing Interest	12,154
To Bills of Exchange unpaid — { from India £. 736,573; from China — 726,641 }	1,463,214
To Customs on Goods sold and unsold	1,318,650
To the Exchequer, for the last Payment to Government, per Agreement, for a Continuation of the Company's Right to an exclusive Trade, &c.	100,000
To Freight and Demorage	424,000
To Supra Cargoes Commission on Goods sold and unsold	68,200
To the Proprietors of Private Trade	29,900
To Alms Houses at Poplar	6,425
To Interest on Military Fund more than has been applied to the Purposes of the same	59,051
To ditto on Contingent ditto - - ditto	11,405
To Warrants passed the Court, unpaid	25,800
To what owing in the Department of the Committee of Shipping	195,290
To ditto - - Committe eof Buying	54,425
To Interest on Annuities	34,472
To ditto on Bonds	38,603
To Dividends on Stock unpaid, including the Midsummer Dividend	165,729
To what paid by the Adventurers, being £. 87. 10 *s.* per Cent. on £. 3,200,000	2,800,000
To Balance against last Quick Stock from Bombay, the Debt due from Ragobah being deducted from the Credit of the same	109,794
	£. 11,406,552
To Balance	4,000,715
	£. 15,407,267

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APPENDIX, Nº 22.

(N)

ESTIMATE of the General State of the East India Company's Debts, Credits, and Effects, both in England and Abroad, on the First Day of July 1782.

				Cr.
By what due from Government to the Company — — —				£. 4,200,000
By Cash, its Balance, on First July 1782 — — —				164,454
By the Company's separate Fund — — {in Cash £. 94,536; in Bonds 191,500}				286,036
By the Amount of Goods sold, not paid for (Discount deducted) — —				454,830
By the Value of Goods in England unsold (ditto) — —				2,558,854
By what owing from the Honourable Board of Ordnance for Saltpetre delivered —				270,685
By Balance of Quick Stock at Bengal, as per Account received per Swallow, dated the 29th December 1781 — — Ct Rs		195,70,532		
Deduct what paid into the Treasury by Lord Clive, for the Purpose of constituting a Military Fund — — Ct Rs	5,80,000			
Ditto what given by Syf-ul-Dowlah, in Addition, for the above Purpose — —	3,48,000			
Ct Rs	9,28,000			
Interest on the above Sum, from 29th September 1766 to 29th September 1769, which forms the Capital of the Contingent Fund, the Interest of which is applicable to the Charges of conducting the above Military Fund — —	2,22,720			
		11,50,720		
		184,19,812		
Add Cargoes of several Ships for Fort St. George, St. Helena, Eastward, and China - Ct Rs	12,49,399			
Naval Stores remaining on board the Grosvenor and Chapman, not included in the above Quick Stock — —	17,744			
Cargoes for Europe, per Rochford and Neptune, not included in the above Quick Stock, nor arrived in England —	13,57,750			
		26,24,893		
Ct Rs		210,44,705	at 2*s.* 3*d.*	2,367,529
By Balance of Quick Stock at Fort Saint George, as per Account received per Swallow, dated 28th October 1781 - Pags		54,94,894		
Add Cargoes of the Ships Fortitude, Valentine, Queen, and Southampton, arrived from England, but not included in the above Quick Stock — —		85,339		
Pagodas		55,80,233	at 8*s.*	2,232,093
By Balance of Quick Stock at Bencoolen, dated 30th July 1781 — — Spanish Dollars		223,832	at 5*s.*	55,958
By ditto from last Books at St. Helena, ending 30th September 1780 — —				21,338
By Estimate of Quick Stock from China (received per Swede Ship) dated 7th January 1782 — — — Tales		1,543,401	at 7*s.* 3*d.*	559,483
By Cargoes of Ships sent out in Season 1780 — — —				313,548
By ditto sent out in Season 1781 — — — —				640,767
By Silver paid for remaining in the Treasury in England — —				238
By Impress paid Owners of Ships not arrived in England — —				154,767
By the Value of the East India House and Warehouses (as estimated by the Company's Surveyor) — — — — —				253,616
By the Value of Ships, Sloops, and Vessels (exclusive of those stationed Abroad) —				51,060
By what the Company paid for their Dead Stock in India — —				400,000
By the Expences defrayed for the Subsistence of French Prisoners in India, and incident Charges (as per General Account delivered) — —				260,687
By what remains due for Expences incurred in Expedition to Manilla (as per Account delivered) — — — — —				139,877
By Hospital Expences for His Majesty's Troops at Fort Saint George, Bengal, and Bombay, as per ditto — — — — —				21,447
				£. 15,407,267

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APPENDIX, N° 22.

(O)

STATE of the East India Company's Debts, Credits, and Effects in England, on the 1st Day of July 1782.

			Dr.
Standing Debts.			
Owing to Annuitants		£. 2,992,440	
Owing on Bonds, bearing £. 4 per Cent. Interest		1,497,000	
Owing on Military and Contingent Funds		70,456	£. 4,559,896
Current Debts.			
Bonds outstanding, not bearing Interest		£. 12,154	
Bills of Exchange, from	India £. 736,573 China 726,641	1,463,214	
To Exchequer, for Prolongation, last Payment		100,000	
To Alms Houses at Poplar		6,425	
To Warrants passed the Court, unpaid		25,800	
To Interest unpaid on	Annuities £. 34,472 Bonds 38,603	73,075	
To Dividends on Stock unpaid		165,729	1,846,397
Merchandize and Advances on that Account.			
To Customs on Goods, sold and unsold		£. 1,318,650	
To Freight and Demorage of Ships		424,000	
To Supra Cargoes Commission		68,200	
To Proprietors of Private Trade		29,900	
To Debts in the Department of Shipping		195,290	
To ditto ditto Buying		54,425	2,090,465
Total active Debts in England			£. 8,496,758

Particulars of the above Bills of Exchange.

Due and payable to the 1st March 1783	£. 420,060	
Ditto ditto the 1st July 1784	389,533	£. 809,593
Old Bills and Certificates past due	£. 30,100	
Sundry Bills and Certificates advised, not accepted	258,220	
Old Bills and Certificates advised, not presented	15,895	
Certificates presented, not advised	2,190	306,405
		£. 1,115,998
Bills and Certificates from China, in Season 1781, as per Estimate of Stock, dated 7th January 1782		347,216
Total as above		£. 1,463,214

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

(O)

STATE of the East India Company's Debts, Credits, and Effects in England, on the 1st Day of July 1782.

			Cr.
Standing Credits.			
By Loan to Government, at 3 per Cent. — — — —			£. 4,200,000
Current Credits and Cash.			
By Board of Ordnance for Salt Petre — — —		£. 270,685	
By Cash in the Treasury — — — —		164,454	
By Bullion in Ditto — — — —		238	
		435,377	
By separate Fund — — —	in Money £. 94,536 in Bonds 191,500	286,036	721,413
Merchandize and Advances on that Account.			
By Goods sold, not paid for (Discount deducted) — —		£. 454,830	
By estimated Value of Goods in Warehouses — — —		2,558,854	
			3,013,684
Total effective Credits in England — —			£. 7,935,097
Effective Credits in England deficient — —			561,661
			£. 8,496,758
Doubtful Credits.			
By Hospital Expences for His Majesty's Troops at Madras, Bengal, and Bombay, as per Account — — —		£. 21,447	
By Expedition to Manilha, as per Account delivered — —		139,877	
By Subsistence of French Prisoners in India, as per Ditto — —		260,687	
			£. 422,011
Dead Stock.			
By East India House and Warehouses, as by Surveyor's Valuation —		£. 253,616	
By Ships, Sloops, and Vessels — — — —		51,060	
			304,676
Total of Doubtful Credits and Dead Stock — —			£. 726,687

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(P)

ABSTRACT of General State of the East India Company's Debts, Credits, and Effects, both at Home and Abroad, the 1st July 1782.

Dr.

		Debts in England.	Debts Abroad.	Total
Standing Debts.		£. Sterling.	£. Sterling.	£. Sterling.
Owing on Bond and Annuities — — —		4,489,440	— —	4,559,896
Owing to Military and Contingent Funds — —		70,456		
Current Debts.				
Bonds, Bills, Dividends, &c. owing in England — —		1,846,397		
In Bengal — — Current Rupees, at 2 s. 3 d. —	203,03,248	— —	2,284,115	5,968,775
Fort St. George — Star Pagodas, 8 s. —	13,97,061	— —	558,824	
Bombay — — Bombay Rupees, 2 s. 6 d. —	95,77,418	— —	1,197,177	
Bencoolen — — Spanish Dollars, 5 s. —	329,046	— —	82,262	
Merchandize and Advances.				
Customs, Freight, Commission, &c. in England — —		2,090,465		2,106,709
In Bengal, Balances due to Merchants, Current Rupees, at 2s. 3d.	1,33,292	— —	14,995	
Fort St. George, ditto — Star Pagodas, at 8s.	3,124	— —	1,249	
Total active Debts — — —		8,496,758	4,138,622	12,635,380
Balance of effective Property Abroad — — —		— —	1,603,699	
Balance of effective Property in England and Abroad — —		— —	— —	1,042,038
Total — — £.		8,496,758	5,742,321	13,677,418
Floating Adventures outwards.				
To Balance — — £.		— —	— —	1,109,082
Debts outstanding.				
Bengal Military Fund — 9,28,000 — —				
Contingent ditto — 2,22,700 — —				
11,50,700 Current Rupees, at 2s. 3d.		— —	129,456	
				129,456
Balance dubious Credits in England — — —			129,456	129,456
Balance of outstanding Credits and Stores Abroad — —		422,011	3,522,907	
Balance of dubious Credits, outstanding Credits, and Stores in England and Abroad — — — —		— —	— —	3,944,918
Total — — £		422,011	3,652,363	4,074,374
Dead Stock.				
To Balance of Dead Stock in England —		304,676	— —	704,676
To Balance of Dead Stock Abroad — — —		— —	400,000	
Total — — £.		304,676	400,000	704,676

Recapitulation of the Totals.

To standing Debts — — — —	£. 4,559,896
Current Debts — — — — —	5,968,775
Merchandize and Advances — — — — —	2,106,709
Debts outstanding — — — — —	129,456
	12,764,836
To Balance —	6,800,714
Total	£. 19,565,550

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(P)

ABSTRACT of General State of the East India Company's Debts, Credits, and Effects, both at Home and Abroad, the 1st July 1782.

Cr.

			Credits and Effects in England.	Credits and Effects Abroad.	Total.
Standing Credits.			£. Sterling.	£. Sterling.	£. Sterling.
By Loan to Government			4,200,000	— —	4,200,000
Current Credits and Cash.					
By Government, Treasury, and separate Fund in England			721,413	— —	2,723,876
By Bengal	Current Rupees, at 2 s. 3 d.	47,36,168	— —	532,819	
Fort St. George	Star Pagodas, 8 s.	15,45,225	— —	618,090	
Bombay	Bombay Rupees 2 s. 6 d.	63,20,637	— —	790,080	
Bencoolen	Spanish Dollars 5 s.	245,897	— —	61,474	
Merchandize and Advances.					
By Goods in Warehouses in England			3,013,684	— —	6,753,542
Bengal	Current Rupees, at 2 s. 3 d.	241,66,907	— —	2,718,777	
Fort St. George	Star Pagodas, 8 s.	7,30,309	— —	292,124	
Bombay	Bombay Rupees, 2 s. 6 d.	11,95,496	— —	149,437	
Bencoolen	Spanish Dollars, 5 s.	80,149	— —	20,037	
China	Tales, 7 s. 3 d.	1,543,401	— —	559,483	
Total active Property in England and Abroad			7,935,097	5,742,321	13,677,418
Balance of effective Property against England			561,661		
Total — — £.			8,496,758	5,742,321	13,677,418
Floating Adventures outwards.					
By Cargoes of Ships in 1780 and 1781, and Impress — — £.			— —	— —	1,109,082
Credits outstanding.					
By Bengal	Current Rupees, at 2s. 3d.	3,08,949	— —	34,757	1,648,363
Fort St. George	Star Pagodas 8s.	40,34,016	— —	1,613,606	
Doubtful Credits.					
By Subsistence of French Prisoners, Hospital, and Manilha			422,011	— —	1,276,480
Bengal	Current Rupees, at 2 s. 3 d.	75,95,278	— —	854,469	
Stores.					
By Bengal	Current Rupees, at 2 s. 3 d.	58,24,663	— —	655,275	1,149,531
Fort St. George	Star Pagodas, 8 s.	6,70,868	— —	268,347	
Bombay	Bombay Rupees, 2 s. 6 d.	11,82,932	— —	147,866	
Bencoolen	Spanish Dollars 5 s.	226,822	— —	56,705	
St. Helena	—	—	— —	21,338	
Total of Stores, outstanding and doubtful Credits — £.			422,011	3,652,363	4,074,374
Dead Stock.					
By Warehouses, Sloops, and Vessels in England			304,676	— —	704,676
By the several Presidencies in India, according to Lord Godolphin's Award in 1702			— —	400,000	
Total dubious and dormant Property — £.			304,676	400,000	704,676

Recapitulation of the Totals.

By standing Credits	£. 4,200,000
Current Credits and Cash	2,723,876
Merchandize and Advances	6,753,542
Floating Adventures outwards	1,109,082
Credits outstanding	1,648,363
Doubtful Credits	1,276,480
Stores	1,149,531
Dead Stock	704,676
Total	£. 19,565,550

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In the Accountant's Estimate, the China Tale is rated at 7*s*. 3*d*. because your Agents in China have drawn at a Rate of Exchange equal to 7*s*. 7*d*. and 7*s*. 3*d*. is taken as a Medium between that Price and 6*s*. 8*d*. at which the Tale was formerly valued. Your Committee have adopted the same Valuation in their present Abstract.

By this Abstract, the Balance of effective Property, both at Home and Abroad, amounts to — — — — — — —	£. 1,042,038
In the former Abstract (I) it amounted to — — — —	1,313,479
Decrease	£. 271,441
But the Floating Cargoes, which must always be esteemed equivalent to effective Property, is increased from £. 852,055 to £. 1,109,082 — more	£. 257,027
So that the real Decrease in effective Property between the Two Abstracts, is only	£. 14,414 viz.

Effective, May 1st 1781 —	£. 1,313,479	July 1st 1781 —	£. 1,042,038	
Floating Cargoes, ditto —	852,055	ditto	1,109,082	
	£. 2,165,534		£. 2,151,120	£. 14,414

In the Recapitulation which is annexed to the Abstract the total Balance is increased, viz.

In the Abstract (I) 1st May 1782, of the former Report it stood — —	£. 6,384,319
In the Abstract (P) 1st July 1782, of this Report it stands — — —	6,800,714
Increase	£. 416,395

The Whole of this Increase is in dormant Property.

East India House,
the 7th August 1782.

Robert Orme,
Nath[l] Smith,
L. Darell, jun[r]
John Frost Widmore,
Jac[b] Wilkinson,
Step. Lushington.

SUPPLEMENT.

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

SUPPLEMENT.

AFTER the preceding Report had been formed, your Committee took into Consideration a subsequent Quick Stock of Bengal, dated the 31st of December 1781; received by the Nancy Packet, which is Two Months later than the preceding Quick Stock already adjusted in the Report. Your Committee have analyzed this subsequent Quick Stock, and finding in it no new Articles think it necessary only to report the general Result.

The total Balance of 31st December 1781 — —	C' R' 221,84,948	
Add Cargoes per Rochford, Neptune, Resolution, and Dartmouth	14,87,530	
Cargoes consigned to Fort Saint George and Saint Helena, of which we have not yet had an Account of their Arrivals	25,21,779	
Naval Stores remaining on Board the Chapman —	47	
		C' R' 261,94,304
The total Balance of 31st October 1781 — — —	C' R' 195,70,532	
Add Cargoes per Rochford and Neptune — —	13,57,750	
Cargoes consigned to Fort Saint George and Saint Helena,	12,49,399	
Naval Stores remaining on Board Chapman and Grosvenor	17,744	
		C' R' 221,95,425
Increase in the total Balance		C' R' 39,98,879
Of which the Increase in the effective Balance is — —	C' R' 19,97,109	
the Increase of the dormant Balance is — —	20,01,770	
		C' R' 39,98,879

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CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

The Difference of effective Balance arises as follows:

	31st October 1781.	31st December 1781.
Treasure, Cash, and Bills receiveable in the different Treasuries	C^t R^s 47,36,168	54,13,834
Export Goods	119,78,543	130,75,397
Cargoes for Europe, not included in the above, nor arrived in England	*13,57,750	† 14,87,530
Import Goods	7,00,186	6,76,144
Salt Account	24,64,770	22,93,755
Advances for the Investment	44,40,241	38,30,550
Due Account Sales	4,39,765	2,28,217
Debts due to the Dutch	15,51,499	17,34,127
Cargoes to Fort Saint George, &c.	12,34,153	18,50,153
	289,03,075	305,89,707
Deduct Debts due by the Company	204,36,540	201,26,063
Balance of effective Property	84,66,535	104,63,644
Ditto increased on 31st December 1781	19,97,109	
	C^t R^s 104,63,644	

* Per Rochford and Neptune.

† Per Rochford, Neptune, Resolution, and Earl of Dartmouth.

The Difference in dormant Balance as follows.

	31st October 1781.	31st December 1781.
Credits outstanding	C^t R^s 3,08,949	3,06,949
Due from Nabob Asoph ul Dowlah	64,35,278	77,68,413
Loan to Berar Government	11,60,000	11,60,000
Stores	58,24,663	64,95,298
	137,28,890	157,30,660
Deduct Military and Contingent Funds	11,50,720	11,50,720
Balance in dormant Property	125,78,170	145,79,940
Ditto increased on 31st December 1781	20,01,770	
	C^t R^s 145,79,940	

Increase C^t R^s 7,99,570 in Articles for Investment as follows.

	31st October 1781.	31st December 1781.
Goods for Export	C^t R^s 119,78,543	130,75,397
Cargoes for Europe	13,57,750	14,87,530
Advances for Investment	44,40,241	38,30,550
Debts due to the Dutch	15,51,499	17,34,127
	C^t R^s 193,28,033	201,27,603
Increase	7,99,570	
	C^t R^s 201,27,603	

East India House,
the 7th August 1782,

Robert Orme,
Nath^l Smith,
L. Darell, jun.
John Frost Widmore,
Jac^b Wilkinson,
Step. Lushington.

APPENDIX,

APPENDIX, N° 23. A.

EXTRACT of Fort Saint George General Consultations, 1st June 1782.

READ the following Letter from the Governor General and Council.

To the Right Honourable Lord Macartney, President and Council at Fort Saint George.

My Lord, and Gentlemen,

In our Letter of the 15th ultimo, we informed you we should reserve 200 Shares of a Subscription which we had then opened, for the Provision of an Investment for the ensuing Year, to be filled up by the Gentlemen at your Presidency. We have since found it necessary to make a considerable Alteration in the proposed Plan: Instead of allowing the Subscribers to retain an Interest in the Goods, they are to be provided entirely on Account of the Company, and transported at their Risk; and the Subscribers, instead of receiving Certificates payable out of the Produce of the Sales in England, are to be granted Receipts on the Payment of their Advances, bearing an Interest of 8 per Cent. per Annum, until exchanged for Drafts on the Court of Directors, payable 365 Days after Sight, at the Rate of 2 Shillings per Current Rupee; which Drafts shall be granted in the Proportion of 3-8ths of the Amount of the subscribed on the 31st December next, and the remaining 5-8ths on the 31st December 1783.

If any Sums have been paid into your Treasury upon the former Plan, we shall admit your Receipts for the same, to entitle the Holders to their respective Number of Shares upon the present Footing; but if no such Payments shall have been received before the Arrival of this Letter, we request that you will not receive any; and if there have, that you will desist from accepting any more that may be tendered.

We are,
My Lord and Gentlemen,
Your most humble Servants,
Warren Hastings,
Edw^d Wheler,
John Mac Pherson.

Fort William,
10th May, 1782.

Ordered, That the Alteration which the Governor General and Council have thought proper to make in the Terms of a Subscription opened for the Provision of an Investment, be immediately published.

APPENDIX, N° 23. B.

EXTRACT of Bengal Public Consultations the 6th May 1782, relative to the sailing of the Valentine.

Read a Letter as follows from Captain Lewis:

Sir,

You will please to inform the Honourable the Governor General and Members of the Supreme Council, that the Ship Valentine under my Command, got safe out this Morning, with the Loss of Two Anchors and Cables; we were supplied with one by Page Keble, Esq; The Anchor I have paid for; the Cable appears to me and my Officers to be dry, rotten, and very unfit for the Service, which my Owners must account for with the Honourable Company, for our Pilot Sloop was obliged to put back in Distress.

I am,
Sir, &c.
(Signed) John Lewis.

Ship Valentine,
1st May 1782.

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APPENDIX, N° 24.

An ACCOUNT of Profit and Loſs on Goods imported from India and China in the Seaſons 1776, 1777, 1778, and 1779.

ESTIMATE of the Profit and Loſs on Cargoes imported from Bengal in the following Seaſons.

SEASON 1776.

To Prime Coſt, Rupees 39,66,909, a 2 s. 3 d.	£. 446,277	By Sale of Piece Goods	£. 844,012
Cuſtoms	217,804	Diſcount 6¼	54,860
Freight and Demorage	28,520		
5 per Cent. Charges	42,200		
	£. 734,801		
Profit	54,351		
	£. 789,152		£. 789,152

To Prime Coſt, Rupees 28,30,277, a 2 s. 3 d.	£. 318,406	By Sale of Raw Silk	£. 304,695
Cuſtoms	16,830	Diſcount 6½	19,805
Freight and Demorage	12,070		
5 per Cent. Charges	15,234		£. 284,890
		Loſs	77,650
	£. 362,540		£. 362,540

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To Prime Coſt, Rupees 148,770, a 2 *s.* 3 *d.*	£. 16,736	By Sale of Salt Petre	£. 70,908
Cuſtoms	5,802	Diſcount 6½	4,609
Freight and Demorage	34,835		
5 per Cent. Charges	3,545		
	£. 60,918		
Profit	5,381		
	£. 66,299		£. 66,299

To Prime Coſt, Rupees 63,154, a 2 *s.* 3 *d.*	£. 7,104	By Sale of Drugs, &c.	£. 11,953
Cuſtoms	1,760	Diſcount 6½	777
Freight and Demorage	8,268		£. 11,176
5 per Cent. Charges	597	Loſs	6,553
	£. 17,729		£. 17,729

The Amount of Inveſtment from Bengal this Seaſon was	£. 788,523	of which £. 463,013 gained	£. 59,732
		and 325,510 loſt	84,203
		£. 788,523	
		Loſs on the whole Inveſtment	£. 24,471

S E A S O N 1777.

To Prime Coſt, Rupees 54,62,575, a 2 *s.* 3 *d.*	£. 614,539	By Sale of Piece Goods	£. 1,153,942
Cuſtoms	340,844	Diſcount 6½	75,006
Freight and Demorage	44,629		
5 per Cent. Charges	57,697		
	£. 1,057,709		
Profit	21,227		
	£. 1,078,936		£ 1,078,936

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To Prime Coſt, Rupees 38,60,159, a 2 s. 3 d.	£. 434,268	By Sale of Raw Silk		£. 345,488
Cuſtoms	22,854		Diſcount 6½	22,457
Freight and Demorage	16,840			£. 323,031
5 per Cent. Charges	17,274		Loſs	168,205
	£. 491,236			£. 491,236

To Prime Coſt, Rupees 213,075, a 2 s. 3 d.	£. 23,971	By Sale of Salt Petre		£. 98,598
Cuſtoms	8,476		Diſcount 6½ on £. 89,684	5,829
Freight and Demorage	45,917			
5 per Cent. Charges	4,929			
	£. 83,293			
Profit	9,476			
	£. 92,769			£. 92,769

To Prime Coſt, Rupees 84,046, a 2 s. 3 d.	£. 9,455	By Sale of Drugs, &c.		£. 13,263
Cuſtoms	2,383		Diſcount 6½	862
Freight and Demorage	10,419			£. 12,401
5 per Cent. Charges	663		Loſs	10,519
	£. 22,920			£. 22,920

The Amount of Inveſtment from Bengal this Seaſon was	£. 1,082,233	of which £. 638,510 gained		£. 30,703
		and 443,723 loſt		178,724
		£. 1,082,233	Loſs on the whole Inveſtment	£. 148,021

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SEASON 1778.

To Prime Coſt, Rupees 52,89,597, a 2 s. 3 d. —	£. 595,079	By Sale of Piece Goods —		£. 1,158,636
Cuſtoms —	352,441		Diſcount 6½ —	75,311
Freight and Demorage —	51,671			
5 per Cent. Charges —	57,931			
	£. 1,057,122			
Profit —	26,203			
	£. 1,083,325			£. 1,083,325
To Prime Coſt, Rupees † 52,52,698, a 2 s. 3 d. —	£. 590,928	By Sale of Raw Silk —		£. 444,868
Cuſtoms —	31,749		Diſcount 6½ —	28,916
Freight and Demorage —	26,102			£. 415,952
5 per Cent. Charges —	22,243		Loſs —	255,070
	£. 671,022			£. 671,022
To Prime Coſt, Rupees 2,06,685, a 2 s. 3 d. —	£. 23,252	By Sale of Salt Petre —		£. 73,108
Cuſtoms —	7,744		Diſcount 6½, on £. 255 —	16
Freight and Demorage —	46,922			£. 73,092
5 per Cent. Charges —	3,655		Loſs —	8,481
	£. 81,573			£. 81,573
To Prime Coſt, Rupees 1,24,954, a 2 s. 3 d. —	£. 14,057	By Sale of Drugs, &c. —		£. 19,673
Cuſtoms —	2,337		Diſcount 6½ —	1,278
Freight and Demorage —	13,602			£. 18,395
5 per Cent. Charges —	983		Loſs —	12,584
	£. 30,979			£. 30,979

† Valentine loſt Cargo of Silk, not included above.

The Amount of Inveſtment from Bengal this Seaſon was —	£. 1,223,316	of which £. 595,079 gained	—	£. 26,203
		and 628,237 loſt	—	276,135
		£. 1,223,316	Loſs on the whole Inveſtment —	£. 249,932

SEASON 1779.

To Prime Coſt, Rupees 5,010,449, a 2 *s.* 3 *d.* — —	£. 563,675	By Sale of Piece Goods — — —	£. 1,102,780
Cuſtoms — — — —	293,278	Diſcount 6½ —	71,680
Freight and Demorage — — —	49,309		
5 per Cent. Charges — — — —	55,139		
	£. 961,401		
Profit —	69,699		
	£. 1,031,100		£. 1,031,100
To Prime Coſt, Rupees 42,83,225, a 2 *s.* 3 *d.* — —	£. 481,862	By Sale of Raw Silk — — — —	£. 455,834
Cuſtoms — — — —	31,386	Diſcount 6½ —	29,629
Freight and Demorage — — — —	31,966		£. 426,205
5 per Cent. Charges — — — —	22,791	Loſs —	141,800
	£. 568,005		£. 568,005
To Prime Coſt, Rupees 232,408, a 2 *s.* 3 *d.* — —	£. 26,146	By Sale of Salt Petre — — — —	£. 100,969
Cuſtoms — — — — —	8,908	Diſcount 6½, on £. 28,407 —	1,846
Freight and Demorage — — —	66,360		£. 99,123
5 per Cent. Charges — — — —	5,048	Loſs —	7,339
	£. 106,462		£. 106,462
To Prime Coſt, Rupees 95,733, a 2 *s.* 3 *d.* — —	£. 10,770	By Sale of Drugs, &c. — — — —	£. 17,659
Cuſtoms — — — —	1,821	Diſcount 6½ —	1,147
Freight and Demorage — — —	20,404		£. 16,512
5 per Cent. Charges — — — —	882	Loſs —	17,365
	£. 33,877		£. 33,877

The Amount of Inveſtment from Bengal this Seaſon was —	£. 1,082,453	of which £. 563,675 gained	— — —	£. 69,699
		and 518,778 loſt	— — —	166,504
		£. 1,082,453	Loſs on the whole Inveſtment —	£. 96,805.

Eaſt India Houſe,

SAM. NICOLL, Account.

£. 1,082,453 Loss on the whole Investment — £. 96,805

East India House. SAM. NICOLL, Account.

APPENDIX, Nº 24.

ESTIMATE of the Profit and Loss on Cargoes imported from Fort Saint George, in the following Seasons.

IMPORTED in 1776.

To Prime Cost, Pag 4,78,995, a 8 s.	£. 191,598	By Sale of Piece Goods	£. 550,623
Customs	173,545	Discount 6½	35,790
Freight	30,203		
5 per Cent. Charges	27,531		
	£. 422,877		
Profits	91,956		
	£. 514,833		£. 514,833
To Prime Cost, Pag 15,912, a 8 s.	£. 6,365	By Sale of Salt Petre	£. 24,357
Customs	2,011	Discount 6½	1,583
Freight	10,398		
5 per Cent. Charges	1,218		
	£. 19,992		
Profits	2,782		
	£. 22,774		£. 22,774
To Prime Cost, Pag 1,234, a 8 s.	£. 494	By Sale of Drugs (Redwood)	£. 1,786
Customs	—	Discount 6½	116
Freight	1,888		1,670
5 per Cent. Charges	89	Loss	801
	£. 2,471		£. 2,471
The Amount of Investment from Madras this Season was	£. 198,457	of which £. 197,963 gained and 494 lost	£. 94,738
			801
		£. 198,457 Gained on the whole Investment	£. 93,937

IMPORTED in 1777.

To Prime Coſt, Pag^s 712,210, a 8 *s.*	£. 284,884	By Sale of Piece Goods		£. 725,380
Cuſtoms	230,308		Diſcount 6½	47,149
Freight	45,190			
5 per Cent. Charges	36,269			
	£. 596,651			
Profit	81,580			
	£. 678,231			£. 678,231
To Prime Coſt, Pag^s 21,098, a 8 *s.*	£. 8,439	By Sale of Salt Petre		£. 27,083
Cuſtoms	2,661		Diſcount 6½ per Cent. on £. 20,437	1,328
Freight	14,971			£. 25,755
5 per Cent. Charges	1,354		Loſs	1,670
	£. 27,425			£. 27,425
To Prime Coſt, Pag^s 5,253, at 8 *s.*	£. 2,101	By Sale of Drugs		£. 5,003
Cuſtoms	236		Diſcount 6½	325
Freight	3,196			£. 4,678
5 per Cent. Charges	250		Loſs	1,105
	£. 5,783			£. 5,783

The Amount of Inveſtment from Madras this Seaſon was	£. 295,424	of which £. 284,884 gained		£. 81,580
		and 10,540 loſt		2,775
		£. 295,424	*Gained on the whole Inveſtment*	£. 78,805

IMPORTED in 1778.

To Prime Coſt, Pagª 512,211, a 8 s.	£. 204,885	By Sale of Piece Goods	£. 577,931
Cuſtoms	194,140	Diſcount 6½	37,565
Freight	37,122		
5 per Cent. Charges	28,896		
	£. 465,043		
Profits	75,323		
	£. 540,366		£. 540,366

To Prime Coſt, Pagª 30,394, a 8 s.	£. 12,158	By Sale of Salt Petre	£. 35,933
Cuſtoms	3,927	Salt Petre ſold to Ordnance, paid more than eſtimated	5,369
Freight	24,563		£. 41,302
5 per Cent. Charges	2,065	Diſcount 6½ per Cent. on £. 15,114	982
			£. 40,320
		Loſs	2,393
	£. 42,713		£. 42,713

To Prime Coſt, Pagª 1,993, a 8 s.	£. 797	By Sale of Drugs (Redwood)	£. 2,440
Cuſtoms	—	Diſcount 6½	158
Freight	3,684		£. 2,282
5 per Cent. Charges	122	Loſs	2,321
	£. 4,603		£. 4,603

The Amount of Inveſtment from Madras this Seaſon, was	£. 217,840	of which £. 204,885 gained	£. 75,323
		and 12,955 loſt	4,714
		217,840	
		Gained on the whole Inveſtment	£. 70,609

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

IMPORTED in 1779.

To Prime Coſt, Pag' 1,98,492, a 8 s. —	£. 79,397	By Sale of Piece Goods —	£. 221,559
Cuſtoms —	64,515	Diſcount 6½ —	14,401
Freight and Demorage —	14,002		
5 per Cent. Charges —	11,077		
	£. 168,991		
Profits —	38,167		
	£. 207,158		£. 207,158
To Prime Coſt, Pag' 12,744, a 8 s. —	£. 5,097	By Sale of Salt Petre —	£. 13,261
Cuſtoms —	1,596	Salt Petre paid for by Ordnance, more than eſtimated —	5,696
Freight and Demorage —	10,985		£. 18,957
5 per Cent. Charges —	947	Diſcount, 6½ on £. 583 —	37
	£. 18,625		
Profit —	295		
	£. 18,920		£. 18,920
To Prime Coſt, Pag' 4,992, a 8 s. —	1,997	By Sale of Drugs —	£. 2,850
Cuſtoms —	305	Diſcount 6½ —	185
Freight and Demorage —	3,106		£. 2,665
5 per Cent. Charges —	142	Loſs —	2,885
	£. 5,550		£. 5,550

The Amount of Inveſtment from Madras this Seaſon, was —	£. 86,491	of which £. 84,494 gained —		£. 38,462
		and 1,997 loſt —		2,885
		86,491	Gained on the whole Inveſtment —	£. 35,577

Eaſt India Houſe, the 24th April 1783.

Errors excepted.

SAM. NICOLL, Accountt.

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

April 1783. Errors excepted. SAM. NICOLL, Account.

ESTIMATE of the PROFIT and LOSS on Cargoes imported from Bombay in 1776.

To Prime Coſt, Rˢ 198,750, a 2*s.* 6*d.*	£. 24,844	By Sale of Piece Goods	£. 38,358
Cuſtom	2,412	Diſcount 6½	2,493
Freight	4,186		
5 per Cent. Charges	1,917		
	£. 33,359		
Profit	2,506		
	£. 35,865		£. 35,865
To Prime Coſt, Rˢ 74,600, a 2*s.* 6*d.*	£. 9,325	By Sale of Salt Petre	£. 17,767
Cuſtom	2,382	No Diſcount	—
Freight	13,798		£. 17,767
5 per Cent. Charges	888	Loſs	8,626
	£. 26,393		£. 26,393
To Prime Coſt, Rˢ 276,300, a 2*s.* 6*d.*	£. 34,538	By Sale of Pepper	£. 68,066
Cuſtom	2,525	Diſcount 6½	4,424
Freight	25,540		£. 63,642
5 per Cent. Charges	3,403	Loſs	2,364
	£. 66,006		£. 66,006

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

To Prime Coft, R' 42,770, a 2 *s.* 6 *d.*	£. 5,246	By Sale of Drugs, Cotton, Yarn, &c.		£. 6,533
Cuftom	1,7[illegible]4		Difcount 6½	424
Freight	638			
5 per Cent. Charges	327			£. 6,109
			Lofs	1,916
	£. 8,025			£. 8,025

The Amount of the Inveftment from Bombay this Seafon, was	£. 74,053	of which £. 24,844 gained		£. 2,506
		and — 49,209 loft		12,906
		£. 74,053 loft on the whole Inveftment		£. 10,400

IMPORTED in 1777.

To Prime Coft, R' 125,350, a 2 *s.* 6 *d.*	£. 15,669	By Sale of Piece Goods		£. 23,614
Cuftom	1,522		Difcount 6½	1,534
Freight and Demorage	2,127			
5 per Cent. Charges	1,180			
	£. 20,498			
Profit	1,582			
	£. 22,080			£. 22,080

To Prime Coft, R' 49,790, a 2 *s.* 6 *d.*	£. 6,224	By Sale of Salt Petre		£. 11,758
Cuftom	1,616		No Difcount	—
Freight and Demorage	7,501			
5 per Cent. Charges	587			£. 11,758
			Lofs	4,170
	£. 15,928			£. 15,928

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

To Prime Coſt, R^s 148,920, a 2 s. 6 d.	£. 18,615	By Sale of Pepper	£. 34,322
Cuſtom	1,249	Diſcount 6½	2,230
Freight and Demorage	10,231		
5 per Cent. Charges	1,716		
	31,811		
Profit	281		
	£. 32,092		£. 32,092

To Prime Coſt, R^s 5,167, a 2 s. 6 d.	£. 646	By Sale of Drugs	£. 1,455
Cuſtom	222	Diſcount 6½	94
Freight and Demorage	230		
5 per Cent. Charges	73		
	£. 1,171		
Profit	190		
	£. 1,361		£. 1,361

The Amount of Inveſtment from Bombay this Seaſon, was	£. 41,154	of which £. 34,930 gained	£. 2,053
		and — 6,224 loſt	4,170
		£. 41,154 loſt on the whole Inveſtment	£. 2,117

IMPORTED in 1778.

To Prime Coſt, R^s 303,410 a 2 s. 6 d.	£. 37,926	By Sale of Piece Goods	£. 44,403
Cuſtom	3,023	Diſcount 6½	2,886
Freight and Demorage	5,729		41,517
5 per Cent. Charges	2,220	Loſs	8,377
Additional Charges for waſhing and callendering Piece Goods, per York, ſaved	996		
	£. 49,894		£. 49,894

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

To Prime Coſt, R^s 24,030, a 2 s. 6 d.	£. 3,004	By Sale of Salt Petre	£. 4,380
Cuſtom	360	Diſcount 6½	284
Freight and Demorage	2,036		£. 4,096
5 per Cent. Charges	219	Loſs	1,523
	£. 5,619		£. 5,619
To Prime Coſt, R^s 483,260, a 2 s. 6 d.	£. 60,407	By Sale of Pepper	£. 80,286
Cuſtom	3,629	Diſcount 6½	5,218
Freight and Demorage	35,687		£. 75,068
5 per Cent. Charges	4,014	Loſs	33,022
Additional Charges for waſhing and curing Pepper, per York, which was damaged	4,353		
	£. 108,090		£. 108,090
To Prime Coſt, R^s 55,049, a 2 s. 6 d.	£. 6,881	By Sale of Drugs	£. 7,661
Cuſtom	1,442	Diſcount 6½	497
Freight and Demorage	794		£. 7,164
5 per Cent. Charges	383	Loſs	2,336
	£. 9,500		£. 9,500
The Amount of Inveſtment from Bombay this Seaſon, was	£. 108,218	Loſt on the whole Inveſtment	£. 45,258
		Great Part of the York's Cargo was loſt or damaged.	

IMPORTED in 1779.

To Prime Coſt, R^s 71,880, a 2 s. 6 d.	£. 8,985	By Sale of Piece Goods	£. 11,343
Cuſtom	768	Diſcount 6½	737
Freight and Demorage	1,407		£. 10,606
5 per Cent. Charges	567	Loſs	1,121
	£. 11,727		£. 11,727

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

To Prime Coſt, R^s 14,890, a 2 *s.* 6 *d.*	£. 1,861	By Sale of Salt Petre		£. 5,527
Cuſtom	274		Diſcount 6½	359
Freight and Demorage	1,476			
5 per Cent. Charges	276			
	£. 3,887			
Profit	1,281			
	£. 5,168			£. 5,168
To Prime Coſt, R^s 328,780, a 2 *s.* 6 *d.*	£. 41,098	By Sale of Pepper		£. 84,589
Cuſtom	3,011		Diſcount 6½	5,498
Freight and Demorage	29,585			
5 per Cent. Charges	4,229			
	£. 77,923			
Profit	1,168			
	£. 79,091			£. 79,091
To Prime Coſt, R^s 8,196, a 2 *s.* 6 *d.*	£. 1,024	By Sale of Drugs		£. 818
Cuſtom	250		Diſcount 6½	53
Freight and Demorage	69			£. 765
5 per Cent. Charges	41		Loſs	619
	£. 1,384			£. 1,384
The Amount of the Inveſtment from Bombay this Seaſon, was	£. 52,968	Of which £. 42,959 gained		£. 2,449
		and — 10,009 loſt		1,740
		£. 52,968 gained on the whole Inveſtment		£. 709

Eaſt India Houſe, the 24th April 1783.

(Errors excepted)

SAM. NICOLL, Accountant.

ESTIMATE of the PROFIT and LOSS on Cargoes imported from Bencoolen, in the following Seasons; viz.

SEASON 1776.

To Prime Coft, Dollars 122,953, a 5 *s.*	£. 30,739	By Sale of Pepper	£. 128,721
Cuftom	4,893	Difcount 6½ per Cent. on £. 128,380	8,345
Freight	41,435		
5 per Cent. Charges	6,436		
	£. 83,503		
Profit	36,873		
	£. 120,376		£. 120,376

SEASON 1777.

To Prime Coft, Dollars 71,075, a 5 *s.*	£. 17,769	By Sale of Pepper	£. 79,511
Cuftom	3,025	Difcount 6½ per Cent. on £. 77,407	5,031
Freight	21,304		
5 per Cent. Charges	3,975		
	£. 46,073		
Profit	28,407		
	£. 74,480		£. 74,480

SEASON 1778.

To Prime Coft, Dollars 68,613, a 5 *s.*	£. 17,153	By Sale of Pepper	£. 80,394
Cuftoms	3,273	Difcount 6½ per Cent.	5,225
Freight and Demorage	25,906		
5 per Cent. Charges	4,019		
	£. 50,351		
Profit	24,818		
	£. 75,169		£. 75,169

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

SEASON 1779.

To Prime Coft, Dollars 43,641, a 5s.	£. 10,910	By Sale of Pepper	£. 64,434
Cuftoms	2,463	Difcount 6½ per Cent.	4,188
Freight and Demorage	25,990		
5 per Cent. Charges	3,221		
	£. 42,584		
Profit	17,662		
	£. 60,246		£. 60,246

East India Houfe, the 24th April 1783.

Errors excepted.

SAM. NICOLL, Acc^t.

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

ESTIMATE of the PROFIT and LOSS on Cargoes imported from China, in the following Seafons,

SEASON 1776.

To Prime Coft, Tales 503,187, a 7 *s.* 3 *d.*	£. 182,405	By Sale of Tea	£. 615,208
Cuftoms	151,658	Difcount 6½ per Cent.	39,988
Freight and Demorage	96,833		
5 per Cent. Charges	30,760		
	461,656		
To Profit	113,564		
	575,220		£. 575,220
To Prime Coft, Tales 455,796, a 7 *s.* 3 *d.*	£. 165,226	By Sale of Raw Silk	£. 309,125
Cuftoms	9,044	Difcount 6½ per Cent.	20,093
Freight and Demorage	5,974		
5 per Cent. Charges	15,456		
	195,700		
To Profit	93,332		
	289,032		£. 289,032
To Prime Coft, Tales 4,608, a 7 *s.* 3 *d.*	£. 1,670	By Sale of Nankeens	£. 4,920
Cuftoms	2,247	Difcount 6½ per Cent.	320
Freight and Demorage	122		
5 per Cent. Charges	246		
	4,285		
To Profit	315		
	4,600		£. 4,600

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

	4,600		£. 4,600

To Prime Coſt, Tales 27,061, a 7 s. 3 d.	£. 9,810	By Sale of Sago and China Ware	£. 24,722
Cuſtoms	9,917	Diſcount 6½ per Cent.	1,606
Freight and Demorage	5,608		£. 23,116
5 per Cent. Charges	1,236	By Loſs	3,455
	26,571		26,571

The Amount of Inveſtment from China this Seaſon, was	£. 359,111	of which £. 349,301	gained	£. 207,211
		and 9,810	loſt	3,455
		£. 359,111	gained on the whole Inveſtment	£. 203,756

SEASON 1777.

To Prime Coſt, Tales 711,919, a 7 s. 3 d.	£. 258,071	By Sale of Tea	£. 974,885
Cuſtoms	231,161	Diſcount 6½ per Cent.	63,367
Freight and Demorage	160,390		
5 per Cent. Charges	48,744		
	698,366		
To Profit	213,152		
	911,518		£. 911,518

To Prime Coſt, Tales 449,572, a 7 s. 3 d.	£. 162,970	By Sale of Raw Silk	£. 249,316
Cuſtoms	8,894	Diſcount 6½ per Cent.	16,205
Freight and Demorage	5,730		
5 per Cent. Charges	12,465		
	190,059		
To Profit	43,052		
	233,111		£. 233,111

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

To Prime Coft, Tales 8,972, a 7 *s.* 3 *d.*	£. 3,252	By Sale of Nankeens	£. 8,965
Cuftoms	4,218	Difcount 6½ per Cent.	582
Freight and Demorage	231		
5 per Cent. Charges	448		
	8,149		
To Profit	234		
	8,383		£. 8,383

To Prime Coft, Tales 42,251, a 7 *s.* 3 *d.*	£. 15,316	By Sale of Sago and China Ware	£. 29,298
Cuftoms	11,434	Difcount 6½ per Cent.	1,904
Freight and Demorage	8,420		27,394
5 per Cent. Charges	1,464	By Lofs	9,240
	£. 36,634		36,634

The Amount of Inveftment from China this Seafon, was	£. 439,609	of which £. 424,293 gained	£. 256,438
		and — 15,316 loft	9,240
		439,609 gained on the whole Inveftment	247,198

SEASON 1778.

To Prime Coft, Tales 770,534, a 7 *s.* 3 *d.*	£. 279,318	By Sale of Tea	£. 992,535
Cuftoms	243,905	Difcount 6½ per Cent.	64,514
Freight and Demorage	171,476		
5 per Cent. Charges	49,626		
	£. 744,325		
To Profit	183,696		
	£. 928,021		£. 928,021

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

To Prime Coſt, Tales 490,094, a 7 *s.* 3 *d.*	£. 177,659	By Sale of Raw Silk	£. 258,329
Cuſtoms	9,590	Diſcount 6½ per Cent.	16,791
Freight and Demorage	6,713		
5 per Cent. Charges	12,916		
	£. 206,878		
To Profit	34,660		
	£. 241,538		£. 241,538

To Prime Coſt, Tales 6,409, a 7 *s.* 3 *d.*	£. 2,323	By Sale of Nankeens	£. 7,174
Cuſtoms	3,183	Diſcount 6½ per Cent.	466
Freight and Demorage	194		
5 per Cent. Charges	358		
	£. 6,058		
To Profit	650		
	£. 6,708		£. 6,708

To Prime Coſt, Tales 41,269, a 7 *s.* 3 *d.*	£. 14,960	By Sale of Sago and China Ware	£. 29,266
Cuſtoms	11,570	Diſcount 6½ per Cent.	1,902
Freight and Demorage	9,134		£. 27,364
5 per Cent. Charges	1,463	By Loſs	9,763
	£. 37,127		£. 37,127

The Amount of Inveſtment from China this Seaſon, was	£. 474,260	of which £. 459,300 gained	£. 219,006
		and 14,960 loſt	9,763
		474,260 gained on the whole Inveſtment	209,243

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

SEASON 1779.

To Prime Coft, Tales 711,341, a 7 *s.* 3 *d.*	£. 257,861	By Sale of Tea	£. 958,698
Cuftoms	248,725	Difcount 6½ per Cent.	62,315
Freight and Demorage	169,945		
5 per Cent. Charges	47,934		
	£. 724,465		
To Profit	171,918		
	896,383		£. 896,383
To Prime Coft, Tales 484,173, a 7 *s.* 3 *d.*	£. 175,513	By Sale of Raw Silk	£. 270,082
Cuftoms	9,911	Difcount 6½ per Cent.	17,555
Freight and Demorage	7,963		
5 per Cent. Charges	13,504		
	206,891		
To Profit	45,636		
	252,527		£. 252,527
To Prime Coft, Tales 8,386, a 7 *s.* 3 *d.*	£. 3,039	By Sale of Nankeens	£. 9,744
Cuftoms	4,229	Difcount 6½ per Cent.	633
Freight and Demorage	272		
5 per Cent. Charges	487		
	£. 8,027		
To Profit	1,084		
	£. 9,111		£. 9,111

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

To Prime Coſt, Tales 22,261, a 7*s.* 3*d.* — — —	£. 8,070	By Sale of Sago and China Ware — — —	£. 19,326
Cuſtoms — — — — —	8,063	Diſcount 6½ per Cent. —	1,256
Freight and Demorage — — — —	5,710		£. 18,070
5 per Cent. Charges — — — —	966	By Loſs —	4,739
	£. 22,809		£. 22,809

In this Eſtimate the Prime Coſt of Tea returned to China is deducted.

The Amount of Inveſtment from China this Seaſon, was — —	£. 444,483	of which £. 436,413 gained — — —	—	£. 218,638
		and — 8,070 loſt — — —	—	4,739
		£. 444,483		£. 213,899

Eaſt India Houſe,
the 24th April 1783.

(Errors excepted)
SAM. NICOLL, Accountant.

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ABSTRACT of the foregoing Accounts of PROFIT and LOSS.

Seasons.		Amount of Investment	of which	gained	and	loft	
1776.	Bengal	£.788,523	£.463,013	£.59,732	£.325,510	£.84,203	
	Madras	198,457	197,963	94,738	494	801	
	Bombay	74,053	24,844	2,506	49,209	12,906	
	Bencoolen	30,739	30,739	36,873	—	—	
	China	359,111	349,301	207,211	9,810	3,455	
		£.1,450,883	£.1,065,860	£.401,060	£.385,023	£.101,365	1776. Gained on the whole Investments from India and China — £.299,695
1777.	Bengal	£.1,082,233	£.638,510	£.30,703	£.443,723	£.178,724	
	Madras	295,424	284,884	81,580	10,540	2,775	
	Bombay	41,154	34,930	2,053	6,224	4,170	
	Bencoolen	17,769	17,769	28,407	—	—	
	China	439,609	424,293	256,438	15,316	9,240	
		£.1,876,189	£.1,400,386	£.399,181	£.475,803	£.194,909	1777. D° — £.204,272
1778.	Bengal	£.1,223,316	£.595,079	£.26,203	£.628,237	£.276,135	
	Madras	217,840	204,885	75,323	12,955	4,714	
	Bombay	108,218	—	—	108,218	45,258	
	Bencoolen	17,153	17,153	24,818	—	—	
	China	474,260	459,300	219,006	14,960	9,763	
		£.2,040,787	£.1,276,417	£.345,350	£.764,370	£.335,870	1778. D° — £.9,480
1779.	Bengal	£.1,082,453	£.563,675	£.69,699	£.518,778	£.166,504	
	Madras	86,491	84,494	38,462	1,997	2,885	
	Bombay	52,968	42,959	2,449	10,009	1,740	
	Bencoolen	10,910	10,910	17,662	—	—	
	China	444,483	436,413	218,638	8,070	4,739	
		£.1,677,305	£.1,138,451	£.346,910	£.538,854	£.175,868	1779. D° — £.171,042

East India House, the 24th April 1783.

Errors excepted.

SAM. NICOLL, Account^t.

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APPENDIX, N° 25.

EXTRACT of the Company's Select Letter to Bengal, dated 4th March 1767.

Par. 15. OUR Servants seem to entertain the Idea, that our Successes and our Influence in the Country have for Object the Increase and Protection of their Trade: This Idea must be eradicated, and they must be taught, that the Firmaun obtained from Furruckseer is still the Boundary of our commercial Privileges. The Indulgence to our Servants to Trade under that Firmaun, must be confined to Articles of Export and Import, as expressed in the 16th Paragraph of our Letter of 24th December 1765, to which we expect the most implicit Obedience. And we must further add, that you transmit us Yearly a Copy of the Register of the Dustucks granted from the Presidency, and from all the Subordinates.

APPENDIX, N° 26.

EXTRACT of the Company's General Letter to Bengal, dated 21st November 1766.

Par. 58. WE cannot help expressing our Uneasiness at the Yearly Increase of the Number of Subordinates, under the Direction of junior Servants. We are sensible of the Necessity there is for exerting a Degree of Influence in the providing the Investment, to prevent our Rivals in Trade from buying from the Weavers, at the Close of the Season, the Cloths for which our Money was advanced early in the Year; but when we reflect on the many Instances of Extortion and Oppression practised by Mr. Gray, and others of our Servants, over the Natives; and the numberless Instances wherein Europeans, when at a Distance from the Presidency, have taken upon them the Character of Magistrates, have overawed the Civil Administration, and oppressed the Country around them; and through the abject State of the oppressed Natives, their Malversations escape unheard of, unless their own Quarrels, or the Vigilance of an uncorrupt Administration, bring them to Light, we become extremely averse to the trusting our Servants from under the Eye of the Presidency: You are therefore to consider the Spirit of this our Intention, relative to the new-established Subordinates, as far as it may be proper to carry it into Execution, without Detriment to our Investment; and we further recommend it to your Consideration, whether and in what Degree it may be eligible to revive the former Custom of providing the Investment by Dadney Merchants.

EXTRACT of the General Letter from Bengal, dated 2d April 1771.

Par. 10. In your Letter by the Ship Mansfield, Paragraph 43, you have required from us the Reason why the Mode of providing the Investment clashes with the Business of collecting the Revenue. Though this Evil has prevailed for some Time past, and has, in some Degree, even now an Existence, yet we flatter ourselves it will annually diminish, and may in Time be totally abolished, by a proper Attention in the comptrolling Council of Revenue, and the Supervisors of each District, to suppress every Step which tends to Oppression, either in the Collector of the Revenue, or the Agents employed in providing the Investment. This Evil may have been considered to have taken its Rise from the Decline of the Moorish Government, and the Increase in the Influence and Power of your own. At this Period your Orders for Investments were considerable; they have since been continually increasing, and they could not be fulfilled, unless those who were appointed to provide them, assumed more Power over the different Manufacturers than it was prudent or even possible for them to have done before. The Government was not then in our Hands, and the principal Object to every one of your Servants, was to provide such an Investment as was judged would be the Means of recommending him to you; this gave but too much Reason for Government to complain, and to complain too frequently without Cause. In short, Honourable Sirs, the Agents stationed on the Part of the Company interfered more or less with Government; and such of them as were Natives but too often assumed the Characters of Magistrates, protecting the Ryotts or Farmers, and preventing the due Rents from being collected, under the specious Pretext that those Ryotts were Company's Pykars, Chassars, &c. and that by giving them up to Government, the Investment would be impeded, and that the Company would suffer from outstanding Balances in the Hands of those People, if they were subject to the Controul and Demands

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Demands of their respective Zemindars, Collectors, &c.; and the Zemindars, when they were to account with Government for their Rents, never failed to urge the undue Power exerted by the Company's Gomastahs, as a Reason for the Non-performance of their Settlements; and exaggerated every Difficulty they had felt on this Account, in order to induce Government to remit a Part of their Demands. On the other Hand it may be alledged, that the Investment has suffered in many Parts from the Conduct of the Zemindars, who have obstructed the Manufacturers in their Business, and harrassed them by exacting arbitrary Demands, over and above their lawful Rent; and exercising, in an oppressive Manner, their judicial Authority over them in Cases of Complaint.

APPENDIX, N° 27.

EXTRACT of the Company's General Letter to Bengal, dated 30th June 1769.

Par. 40. IT is with Concern we see in every Page of your Consultations, Restrictions, Limitations, and Prohibitions, affecting various Articles of Trade: In a Country abounding with Manufactures, this is the worst of Policy. A free Liberty of buying and selling encourages the Manufacturer, and will increase the Number. When the Hand of Authority is held over them, and they are told they have only One Market open for their Goods, they will not long bestow their Labours upon that Trade, and the Quantity will decrease from Year to Year. We are led to these *Reflections from the Orders given concerning Piece Goods at Dacca*, as mentioned in the *19th Par. of the 22d February 1768*; and your Resolutions in Consultation the 9th of that Month.

Gen. Lett. from, 1st February 1768.

APPENDIX, N° 28.

EXTRACT of the Select Letter from Bengal, dated 24th January 1767.

Par. 20. WE come now to speak of your Instructions relative to the Inland Trade, which you very justly consider as the Foundation of all the Bloodshed, Massacres, and Confusion, which have happened of late Years in Bengal. Your Orders are positive, and therefore our Obedience shall be implicit; accordingly you will observe in our Proceedings, that the Society for conducting this Branch of Traffic stands absolutely abolished on the First Day of September next. The Contract for the present Year being formed, and large Advances made, it was impossible, without Ruin to Individuals, and Confusion to the Public, to fix an earlier Date for the Execution of your Orders.

January 16.

21. But although our Duty obliges us to pay the strictest Obedience to your peremptory Orders, for abolishing a Trade to which you express so strong an Aversion, the same Duty requires we should freely offer our Sentiments on a Subject in which we think your immediate Interest, the Good of the Service, and the Public Welfare, are deeply concerned. The Honourable Court of Directors, and indeed, the whole Body of Proprietors, found it necessary to restrain by Covenants their Civil and Military Servants from receiving those Advantages to which they had for many Years been accustomed. It is likewise proposed, in order you may enjoy the real Fruits of your late Acquisitions, to make such an Increase of Investment, particularly in Silk, as will effectually deprive your Servants of the usual Benefits arising from private Trade. Farther, that the Revenues may not be injured in any Degree, they are prohibited from lending Money at a higher Rate of Interest than 12 per Cent. per Annum. And a Trade by Sea in the Manufactures of the Country, being the only remaining Channel for the Exertion of Industry, that likewise is choaked up by those Shoals of Free Merchants annually imported, who being incumbered with no public Business, nor confined to Residence in Bengal, can carry on a Free Trade with every Port in India, to much greater Advantage than your Servants.

22. Taking all these Circumstances into Consideration, reflecting also upon the great Increase of Luxury of late Years, in consequence of the sudden Influx of Wealth, and that it will not be practicable, for a Time, to reduce the Charges of living to the present Means of supporting those Charges, we adopted, in consequence of your Permission, the Plan of a regulated and restricted Inland Trade, as the best Method of rewarding faithful Services, the surest Means to excite Zeal, and the

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the fairest Mode of carrying on a beneficial Trade, without relinquishing all the Advantages we have hitherto received, or subjecting the Natives to those Encroachments on their natural Rights of which they have, with too much Reason, complained.

23. Our Letter by the Camden, and Proceedings by the Cruttenden, will explain to you the Regulations in the original Plan of the Society, which took place in the Month of September last. Under these Regulations, the Trade can scarce be considered in the odious Light of a Monopoly, since we are rather the Agents for manufacturing the Salt, than the Proprietors of the Trade. It is sold in Calcutta to the Natives only, and to the utter Exclusion of all Europeans, at an easier Rate than it could ever be procured when under Management of the Government, before we were admitted to any Participation. The Natives transport it to all the different Parts of the Country, under such Limitations, that it must reach the Hands of the Consumer at a stated and moderate Price. Hereby the People sensibly feel the Justice and Lenity of our Government; and your Servants, who have attained the highest Stations, after a Course of many Years spent in this unfavourable Climate, reap the Reward of their Services, and enjoy the Means of securing that Independence, to which they have so equitable a Claim.

24. We are now directed totally to renounce all Share in and Benefit arising from this Trade. It must be made over to the Natives. The Government must of course come into Possession, nor can it be carried on otherwise than upon the ancient Footing of farming it out to Ministers, Officers, Favourites, and Dependants on the Government, who will rear immense Fortunes upon the Oppression and Ruin of the Public, in despite of our utmost Influence and Endeavours. These are at present our Suspicions. Time alone can verify our Conjectures. You, no Doubt, will maturely consider, how far it is probable Men will continue honest against all the Seductions of private Interest; and whether it may not be necessary to strengthen the Ties of that Duty expected from your Servants, by the tighter Bonds of Gratitude, for the Affluence which they enjoy during the Time of their Servitude, and the Independency they ought to secure before the Close of their Labours.

APPENDIX, N° 29.

EXTRACT of the Company's General Letter to Bengal, dated 10th April 1771.

Par. 16. IT having been represented to us, that the Company may be greatly benefited in the Sale of Broad Cloath, Iron, Copper, Lead, and other European Commodities, by sending proper Persons to reside at Rungpore, and to explore the interior Parts of Buttan, Assam, and other Countries adjacent to Gautporah. And as you well know our earnest Desire to extend the Vend of the Staples of this Kingdom to as great a Degree as possible, we are surprized you have not already made an Attempt to carry so desirable an Object into Execution; you are therefore required to procure the best Accounts possible, and give us your Opinion thereon.

17. On comparing the once flourishing State of the Commerce of Bengal, with the gradual Decline it has undergone for several Years past, it gives us the greatest Concern that so unhappy a Change should have happened under our Government, and at a Time when our Influence over the whole Country was sufficiently established to enable our Servants to remove every visible Source of this unnatural Decay; hence we have been led to the most serious Enquiry and Investigation of the various Causes which may have produced such fatal Effects. And as in this Research there have arisen to our View many Evils which must have brought on the present declining State of the Country, we shall here point out such Remedies as we deem equally necessary and effectual for restoring Bengal to its former Vigour, and to the full Exercise and Circulation of that Commerce from which the Company, as well as the Kingdom itself, had received such great and manifest Advantages.

18. As Freedom in Trade is necessarily productive of its Increase, the Mode of providing your Investments by Gomastahs, Delols, and Pykars, must be a perpetual Bar to that Freedom which we are so solicitous to establish: We therefore hereby order and direct, that you revert to your former Practice of providing Investments by Contracts with Dadney Merchants. And in the Conduct of this Measure you must, by a general Publication of our Intentions, invite as great a Number of Merchants to deliver Proposals, and make your Contracts as extensive, as possible; being attentive at the same Time to the Improvement of the several Manufactures, and taking Care that you engage only with Merchants of good Character, and sufficiently valid for the full Performance of their Contracts.

19. Though by increasing the Number of Dadney Merchants, the Company's Risk in the Advances it may be necessary to make, will be lessened; you must however require from them a proper and competent Security for their Engagements, as we cannot consider the Merchants being bound for each other, as sufficient to prevent the Losses we may be subject to by the Failure of particular Persons. It is no less expedient, that the Dadney Merchants, with whom you may contract,

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contract, be liable, and agree, to such Penalties as have been customary, or may be requisite for securing to the Company the full and timely Delivery of the Goods they shall engage to provide, and for preventing any Debasement in the Quality, or Deficiency in the Measure thereof. And these Merchants must also be bound, under proper Penalties, not to purchase or provide for any Person or Persons whatever such Sorts and Species of Goods and Manufactures as they shall contract to supply for your Investments.

20. As on the Revival of the ancient Mode of providing Investments by Dadney Merchants, you may not, for some Time at least, be able to procure from them such a Quantity of Goods as our Occasions may require; you are in such Case to open your Warehouses for ready Money Purchases of such Articles as may be wanted to supply the Deficiency of your Contracts, and may be fit and proper for the Europe Market. But as we are apprehensive that such Purchases may furnish us with Goods of the common Sortments only, you must be attentive to secure, by your Contracts, as large a Provision as possible of the best and approved Fabrics. To this Injunction we are not only led by present Necessity, but we assure ourselves that by such Means the Manufactures of Bengal will soon be restored to their former Degree of Fineness and Estimation; so that our *Ships* may not, as of late, be returned to us with depreciated Fabrics, some of which have scarce their original Cost. And in these important Objects we hope and trust, that your Regard for our Interests will engage you to pursue such Measures as shall be most likely to promote our Views and effect our Designs for the Benefit of the Country, as well as the Company's Commerce.

21. As the Aim of our Orders for removing from the Aurungs the Company's Gomastahs and Agents of any Denomination, is to relieve the Weavers and Manufacturers, who have long groaned under the Oppressions of such petty Tyrants; we earnestly recommend to you, to consider and apply the most effectual Means to prevent the Gomastahs and Agents of any Persons under our Jurisdiction, from exercising the like Abuses, Exactions, and Extortions, as we have Reason to fear have been committed by Persons under Sanction of the Company's Name. You are also, by maintaining a due Execution of Justice in the several Courts throughout the Provinces, to afford the oppressed Natives all such Relief as may encourage them to pursue with Alacrity *their several Occupations, and, by convincing them of the Benefits of our Influence, excite them to recompense by their Industry the Attention of their Benefactors.*

22. As it is impossible for us to be minutely informed of the Regulations established by the Constitution of the Country for the Security of the Persons and Properties of the Native Inhabitants, it must therefore rest on your local Knowledge to judge, if the internal Policy and the executive Parts of Justice be defective in any Point, or too confined to yield that universal Relief which we are solicitous to obtain for every Individual. In case the Means should not be equal to this End, you must not fail to employ your Influence with the Government, to supply all Defects, and to institute such inferior Orders of Magistracy as may be wanting, for the entire Protection of all Ranks and Degrees of the People.

23. Should the superior Courts in the several Districts require any Reform, your own Judgment will suggest to you the Means; and your Humanity will excite your Efforts for preventing any Abuses or Negligences in the due Course of Justice. We must, however, particularly recommend, that all Power in the Judges of imposing arbitrary Fines, be immediately abolished; and it will be proper that the Sunnuds appointing Judges for the Mahomedans, or Bramins for the Hindoos, be registered in Form; and that a Record be made of the Sentences in the Nabob's Courts, one Copy to be kept in the Cutcherry, and another transmitted to Muxadavad.

24. As it may happen that the Processes of the Courts, while they aim at the Remedy of one Evil, may be productive of another, you must enjoin our Servants, wherever they shall be stationed, to recommend, in all Matters of Property between the Natives, that they adjust their Differences by Arbitration instead of legal Suits, which may involve both Parties in Trouble and Expence. And having Reason to apprehend, that the Abuses of the Country Courts, in requiring the different Parties to give Security for the Payment of Chout on the Adjustment of Disputes by Arbitration, have tended greatly to discourage this Mode of deciding Differences, you must use your Influence with the Government for the Abolition of the Chout exacted by the Courts in Cases of Arbitration.

25. From a Conviction that the most effectual Means to restore and invigorate the Trade of Bengal, will be the opening every proper Channel for its Extension, and giving that general Freedom which is so necessary to encourage the Industry, and attract the Attention of the Natives, we can no longer permit our Servants, of any Rank or Station whatever, to enjoy the exclusive Privilege of Dustucks. And here, when we speak of Dustucks, you are to understand not only Dustucks, but Rowanahs, Perwanahs, Orders, Letters, or any other Powers or Favours which may be conferred, and which can in anyway yield an Influence or Superiority in Favour of one more than another; and this without the least Distinction to Nation or Complexion.

26. It is therefore our Pleasure, that all Dustucks be immediately withdrawn, and that Native Merchants, as well as Europeans under our Protection, may have every Excitement to extend their Views to the Increase of that Commerce which we have Reason to fear has been long languishing under those Discouragements, which the Privileges of our Servants have enabled them to lay on the general Circulation of Trade.

27. Persuaded as we are, that the internal Traffic of Bengal has received further Checks from the Duties which are levied, and the Exactions which are imposed at Petty Chokeeys, we positively direct,

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direct, that no such Chokeeys be suffered to continue (on any Pretence whatever) to impede the Course of Commerce from one Part of the Provinces to another.

28. It is however necessary that the Nine general Chokeeys, which have been established for collecting the Duties payable to the Circar, should remain, and those only: And that a Person on the Part of the Nabob should reside at each Chokeey, to receive the usual and established Tolls: And that One or more of our Civil Servants, on Behalf of the Company, as Duans, should be stationed at each Chokeey, to superintend the Receipts, keep proper Registers of all Collections, and take Care that no Impositions or Irregularities be committed.

29. And you are to give the most peremptory and positive Orders for their sending to the Presidency, Monthly Accounts of the Collections, minutely specifying the Names of the several Persons who may pay the Duties, the Number of Boats, the Quality and Quantity of the Goods, the Name of the Person to whom such Goods belong, the Day of Payment, and the Time such Cargoes are detained, and when dispatched, with a full and ample State of all Transactions whatever. These Accounts are to be transmitted, within Ten Days after the Expiration of each Month, to the Board of Revenue, who are to superintend their Conduct, and from Time to Time give them such Directions as they shall think necessary.

30. As we understand that the Subjects of other European Nations, though they claim a Right to Dustucks, have constantly paid a certain regulated Toll at the general Chokeeys, the accustomed Duties must be collected from them by Government, in the Manner hitherto practised; for it is our positive Injunction, that no extraordinary Tolls be levied, and no Obstructions or unnecessary Delays be given to their Passage, so that they may not have any just Cause to complain of arbitrary Proceedings, or any undue Exercise of our Power as Duans.

31. With respect to the Natives, and all others under our Jurisdiction, we further direct, that no Oppressions or Impediments be laid on their Traffic up and down the River; but that, upon their conforming to ancient Customs, and paying the established Duties, the Passage of their Goods be facilitated by all possible Dispatch.

32. Sensible that the Abolition of Dustucks may deprive some of our Servants of Advantages which they may not have forfeited by any Abuse of such Privilege, we shall not be inattentive to some proper Means of extending our Favour to them; we therefore direct, that for all Duties which may be paid by our Servants of the several Ranks to which we before allowed the Use of Dustucks, Certificates be granted them by the Collectors at the established Chokeeys; and upon their making Affidavit, that the Goods on which such Imports were levied, were on their own Account, and not, directly or indirectly, the Property of any other Person whatever, you are to transmit to us an Account, for One Year, of all such Certificates, distinguished under the different Ranks and Denominations of our respective Servants; the better to enable us to judge what Gratification it may be proper for us to bestow, as an Incitement to their Diligence, and to the faithful Discharge of their several Duties.

APPENDIX, Nº 30.

PAPERS relative to the Time when Salt Petre, Salt, and Opium, were monopolized by the Company.

Perwannah from Jaffier Ally Khan, for the Salt Petre of Bahar.

At this Time, through the Means of Colonel Clive, the Salt Petre Lands of the whole Province of Bahar have been granted to the English Company, from the Beginning of the Bengal Year 1165, in the room of Coja Mahomed Wazeed: You are therefore hereby directed to establish the Authority of their Gomastahs in all the Salt Petre Lands of the aforesaid Province, to give strict Orders to the Salt Petre Picars not to sell an Ounce of Salt Petre to any other Person; and to receive from the Company the stipulated Nezzaranna and Money for the aforesaid Lands.

On the 2d of the Month of Rajeb, of the 4th Year of His Majesty's Reign, a Copy was entered in the Dewan's Books.

On the last Day of the Month of Jemmada-ul-Sauni, of the 5th Year of His Majesty's Reign, a Copy was entered in his Excellency's Books.

Approved.

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EXTRACT of Bengal General Conſultations 23d September 1782.

EXTRACT of a Letter from Edward Wheeler, Eſquire, to the honourable O'Bie, Eſquire, the Daniſh Chief at Frederickſnagore; dated Fort William, 5th September 1782.

I beg Leave to inform you, that the Manufacture of Salt Petre in this Country has, ever ſince the Year 1758, been a Monopoly in the Hands of the Engliſh Company, by virtue of a ſpecial Grant made to them for that Purpoſe by the Nabob. The Foreign Companies have never received any Part, but by Indulgence from our Government, and in Conſequence of particular Applications annually made to it.

EXTRACT of the Proceedings of the Committee of Revenue at Fort William in Bengal, the 7th October 1772.

Took into Conſideration the Settlement and Diſtribution of the Salt Mahls.
The following Scheme for that Purpoſe is, after due Deliberation, agreed to.

Scheme for the Settlement and Diſtribution of the Salt Mahls.

1ſt. That the Salt Mahls in every Part of the Province ſhall be on the ſame Footing.
2d. That all the Salt be made for the Company.
3d. That the Colarrees of each Diſtrict or Mahl ſhall be let to Farm for the Term of Five Years, on the following Conditions, viz.

Conditions of the Farms of the Salt Mahl.

1ſt. That the Farmer ſhall engage to deliver to the Sircar a certain ſtipulated Quantity of Salt Yearly, at a certain ſtipulated Price.

2d. *That the Farmer ſhall be allowed an Advance of ¾ of the Quantity which he engages to deliver in the Year, and the Remainder on Delivery.*

3d. That in caſe of a Failure in the Delivery of the Quantity ſtipulated, the Farmer ſhall pay 50 Rupees per 100 Mds. for the Deficiency, as a Penalty.

4th. That all the Salt which the Farmer ſhall make, exceeding the Quantity ſtipulated in his Contract, ſhall likewiſe be delivered to the Company at an Advance of 25 Rupees on the Contract Price.

5th. That the Farmer ſhall not be permitted to ſell any Salt, but as above provided, to the Company.

4. *That the Salt when made ſhall be delivered* and diſpoſed of to ſuch Merchants as ſhall be willing to accept it by Contract, for One Year only, on the following Terms; viz.

Conditions of the Company's Contract with the Salt Merchants.

1ſt. That the Company ſhall agree to deliver all the Salt of each Mahl or Farm as it ſhall be delivered by the Farmer at a certain ſtipulated Price.

2d. That the Merchants ſhall advance ¾ths of the Amount of the Quantity agreed to by the Farmers, and to pay for the reſt at the Time of Delivery.

3d. That the Merchant ſhall not be entitled to receive more than the Farmer ſhall deliver in the Courſe of the Year, and that whatever Quantity the Farmer ſhall deliver over and above his Agreement, ſhall be alſo the Merchants, the latter paying no more for it than for the reſt.

5. That the Salt ſhall be delivered by the Farmer to the Merchants; the Receipt of the Merchant to be the Farmer's Diſcharge, and to aſcertain the Quantity and Amount for which the Merchant is to be debited by the Company.

6. That the Amount of the Duties ſhall be put upon the Price of the Salt, and paid with it, and that the Merchant ſhall be furniſhed with Rowannas for tranſporting his Salt free of Duties to any Part of the Two Provinces; and that all Salt attempted to be paſſed without a Rowanna ſhall be ſeized and confiſcated to the Uſe of the Company.

The Subject to be further conſidered next Meeting.

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Fort William, the 10th October 1772.

At a Committee of Revenue; PRESENT,

The Honourable Warren Hastings, Esquire, President;
William Aldersey,
Rich[d] Barwell,
James Harris,
Henry Goodwin,
} Esquires.
Mr. Lane indisposed.

Read and approved the Proceedings of the 7th.

The Board, pursuant to the Resolution at the last Meeting, resume the Consideration of the Salt Mahls in and dependant on the 24 Pergunnahs, which are distinguished under the Denomination of the Dacy and Barbunny Calaries.

The Dacy Calaries are situated and worked by the Inhabitants of the 24 Pergunnahs.

The Barbunny Calaries are situated in the Woods and uninhabited Lands, and are worked by Molungees brought from the Pergunnahs.

It is therefore to be apprehended, that the Neighbourhood and Intermixture of the Pergunnahs, which furnish the Dacy Calaries, and the Claim which the Barbunny Calaries have to the Molungees of all the Pergunnahs as Supply, the Dacy Calaries would be a Source of perpetual Contention, if they were to be separately farmed: To obviate, therefore, the Detriment and Inconveniencies which might arise to the Country and to the public Revenue from such Contention; it is judged most expedient, and resolved, That the Calaries, both Dacy and Barbunny, shall be held by One Person, or a Set of Farmers, who may be disposed to hold them jointly; and that Publication be accordingly made for Proposals in the following Terms:

ADVERTISEMENT for farming the Salt Mahls of the 24 Pergunnahs, together with the Barbunny Calaries.

Be it known to all Merchants and Inhabitants of the Province of Bengal, that the President and Council have resolved, on Behalf of the honourable Company, to let in Farm for the Term of Five Years, all the Dacy Calaries of the 24 Pergunnahs dependant on the Zemindarry of Calcutta, together with the Barbunny Calaries of the Pergunnah of Hatteagur, &c. all which shall compose one Farm, and be given to One or more Persons, whose Proposals shall be most advantageous to the Company, on the following Terms:

1st. The Farmer shall receive as Dadny ¾ of the Amount of the Salt, which he shall engage to deliver in the Course of the Year. He is to boil the Salt, collect it in Golahs, and deliver it to such Persons as shall be appointed to receive it.

2d. All Charges, such as Advances to the Molungees, boiling the Salt, erecting Golahs, Boat-hire, &c. shall be on Account of the Farmers.

3d. The Farmer shall be obliged to erect the Golah for the Salt in one Place only, near the River in each Pergunnah for the Dacy Salt, and at Nelloor only for the Barbunny, which shall be situated near the River.

4th. In case of Failure in the Delivery of the Quantity stipulated, the Farmer shall pay 50 Rupees per 100 Maunds for the Deficiency, as a Penalty, over and above the Balance which shall or may be due on Account of the Advances made him.

5th. All the Salt which the Farmer shall make, exceeding the stipulated Quantity in his Contract, shall be likewise delivered to the Company at an Advance of 25 Rupees on the Contract Price; and he is not to be allowed to sell a Chuttack to any other Person whatever, on Pain of Confiscation of the Salt so disposed of.

6th. The Farmer shall deliver the Salt monthly, in the following Proportions:—

In Rysaac or April	—	3 Sixteenths,
In Saurin or July	—	2
In Jut or May	—	5
In Bhauder or August	—	1
In Upar or June	—	5.

7th. The Advances which have already been made by the Company to the Molungees, for the present Year, shall be accounted for by the Farmer according to the Molungees Receipts, as Part of his Dadny.

8th. The Farmer shall make no Claim for Balances after the Expiration of his Contract.

Whatever Person or Persons shall be desirous of obtaining the said Farm, are to give in their Proposals, specifying the Quantity which they will deliver in the Course of the Year, and the Price at which they will provide it, to the Secretary's Office before the 25th of this Instant Celoker, or 12th Cartic.

Agreed, Copy of the above Advertisement be sent, with the following Letter, to the Committee of Circuit.

To

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To Philip Milner Dacres, Esquire, &c. Gentlemen of the Committee of Circuit.

Gentlemen,

Having this Day finally adjusted a Scheme for the Settlement of the Salt Mahls throughout the Province, and ordered an Advertisement for those of the Calcutta Pergunnahs to be published in consequence, we have thought proper to transmit Copies of these Proceedings to you, for your Regulation; and are,

Gentlemen, &c.

Fort William,
the 10th October 1772.

Warren Hastings,
W. Aldersey,
Rich^d. Barwell,
H. Goodwin.

EXTRACT of the Revenue Letter from Bengal; dated 3d December 1772.

Par. 10. The general Plan which we have adopted for the Disposal of the Salt Farms, you will find in the Proceedings of the 7th October. It was determined, that the Salt made by the Farmer, should be delivered to the Company at a certain Rate, and afterwards re-sold to the Merchants, and the Duties included in the Price of the Salt. By this Regulation the Duties are effectually secured, and the Company will be freed from the Embarrassment of perplexed and intricate Accounts, and future Demands for old Balances.

11. Agreeably to the above Plan, the following Salt Farms have been let for the Term of Five Years.

14 November 20 November	24 Calcutta Pergunnas	from 4,50,000 to 5,50,000 Maunds at 70 A^t Rup^s. per 100 Mds.
20 October	*Burdwan* - - - -	2,66,660 at 64. 9. Sicca Rupees per 100 Mds.
17 November Com. Cir. 4 Nov.	*Dacca* - - - - - -	4,80,001 at different Prices
Com. Rev^e 7 September	*Jessore* - - - - - -	2,25,000 at 75. 10. S^a R^s per 100 Mds.

12. The Farmers of Houghley, in whose Lands the Salt is made, have agreed for the Delivery of the whole Quantity; but as the Price is not yet fixed, and some few of the other Salt Lands remain still to be settled, as well as the Merchants Claim for old Balances; we are obliged to defer for the present, sending a compleat State of this Branch of your Revenue.

EXTRACT of the Revenue Letter from Bengal; dated 27th February 1773.

Par. 20. By the Ship Greenwich we briefly advised you of the Measures we had then taken in the Prosecution of your Orders for conducting the Salt Trade of this Country, and we shall now beg Leave to explain the Grounds upon which we have proceeded.

21. The former System for carrying on this Trade, was productive of the greatest Inconveniencies: The Merchants who traded in this Article, were engaged in a Labyrinth of perplexed Accounts of Balances due by the Manufacturer; which, if they did exist, were the Consequence of their Agents Mismanagement, or of Collusion in the conducting so complicated a Business. The Recovery of these Balances opened a Source of Violence and Abuse; and Government was often obliged to interfere its Authority. An Opportunity was also afforded to Smuggling and Embezzlement; so that the established Duty of Thirty Rupees per Hundred Maunds, which if levied on the whole Salt of Bengal, ought to have yielded an Annual Revenue of near Eight Lacks, produced less than 5 ½ Lacks of Rupees; while the Multitude of Officers, and other Checks necessary even to secure that Amount, proved a heavy Charge to the Company, and a great Embarrassment to the Trade. The unhealthy Situation of the Country where Salt is produced, the Number of Creeks and Rivulets with which it abounds, added to the extreme Ignorance and Poverty of the Inhabitants, rendered every ordinary Remedy to these Evils ineffectual.

22. In order to put a Stop to these Abuses, and at the same Time to fulfil the Expectations of our Employers, as mentioned in your Commands of March 1770, we determined on farming out the Salt Lands, on a Plan similar to that we have adopted for the Settlement of the rest of the Province, on Leases for Five Years, and at an Annual Increase of Quantity: The same Causes which induced us to extend the Leases of the Lands to that Time, operated equally in the present Instance, the Principle of both being the same. We confined the Manufacture of the Salt entirely to these Farmers; who, from Motives of Interest, will be led to attend to the Ease of the Inhabitants, and the Improvement of this Commodity.

23. The Whole of the Salt in Bengal thus engaged to be delivered during the Course of the present Year, amounts to Twenty-six Lacks of Maunds; the Duty upon which, at 30 Rupees per Hundred Maunds, will be Rupees Seven Lacks and Eighty thousand.

 24. Our

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24. Our next Object was to dispose of the Salt by an annual Sale; and Advertisements were published for the Disposal of the Salt of the Twenty-four Purgunnahs (the other Farms not being so forward) in Lots not exceeding Fifty thousand Maunds; which Limitation we thought it prudent to make, in order to prevent too large a Quantity from being engrossed in the Hands of one Person. Some sealed Proposals were in consequence delivered in; but they were so few in Number, and the Terms so much below our Expectations, that we did not hesitate to reject them.

25. An Estimate was afterwards formed of the medium Price which the Salt of the different Districts would bear, so as to yield an annual Profit to the Government, at least equal to the Sum you had prescribed.

26. The necessary Steps for this Purpose have been taken; but as the Sale is not yet finished, we shall defer sending an Account for the present, in Hopes of being able to furnish a compleat State by the next Ship.

27. It affords us particular Satisfaction to observe, that whilst a large Source of Advantage is thus opened to the Company, the Value of this Necessary of Life is not enhanced to the poor Inhabitant; and the Price of Salt, so far from having rose in consequence of these Regulations, is even lower than when the Manufacture of it was open to every Individual.

28. As Simplicity is the First Object in all our Arrangements, we have formed this Plan in such a Manner, that the Farmer and Purchaser are mutual Checks upon each other; and thus the Establishment of Agents, and the stationing of Custom-house Officers, to prevent Embezzlements, becomes unnecessary. The Merchants Receipt to the Farmers ascertains at once the Quantity made and delivered by the latter to the former. The Merchant having once paid the Price of the Salt, including the Duty, will transport it without Molestation to any Part of the Provinces, and in lieu of deriving his Profits from Oppression or Collusion, will now find it in the free Vend of his Commodities.

EXTRACT of the Revenue Letter from Bengal, the 31st December 1773.

Par. 16. The President, on his Return from Patna, referred to our Consideration the Circumstances of the Ophium Trade in that Province. It was found to have been carried on for many Years as a Monopoly; and, however paradoxical such an Assertion may seem to those who are not fully acquainted with the Subject, it clearly appeared to us, upon a minute Investigation, that an Attempt to lay it open to all Persons indiscriminately, as a free and uninfluenced Trade, instead of being beneficial to the Cultivator, and useful to these Provinces, would be productive of Consequences the very reverse; we therefore deemed it most adviseable to farm it out on the Company's Account, reserving for the Dutch the Quantity they have usually received. We have accordingly farmed it to Meer Muneer and Kamchurn Pundit, who had, before, the Management of this Business under the Factory at Patna. We have prohibited all other Persons under our Protection from interfering with it, and we have determined to sell it by public Auction, for the Benefit of the Company.

17. The Profit arising from this Sale will, we believe, prove a more than sufficient Fund for the Payment of the Allowance fixed for the Members of our Board, as explained at large on our Proceedings.

APPENDIX, N° 31.

EXTRACT of the Company's General Letter to Bengal, 10th April 1773.

Par. 19. WE cannot but be sensibly affected, that neither the Instructions we have given you, nor the Means you have taken for the Provision of our Investments, have hitherto produced any solid and effectual Regulations. The Plan we transmitted in 1771 is declared by you to be impracticable; and yet, in the forming of it, we had been aided by those who had filled the highest Stations, and had recently returned from Bengal. Our Object in this Plan was to connect the Company, and all others, Natives as well as Europeans, in one common Interest, and by relinquishing every Claim to Preference from our Power and Influence, to establish Liberty and Freedom of Commerce throughout the Provinces; and although this Design has proved unsuccessful, we have the Satisfaction to reflect, that it must ever remain as a Testimony of our intentional Justice and Humanity.

20. But we must here observe, that your Reply, per Rochford, to our Orders on this Head, is not altogether satisfactory to us. We consider so important a Subject as requiring a deeper Discussion than what you appear to have given it; for we cannot but conceive, that the principal Causes of the Failure of our Investments might have been fully traced, and the Means applied for removing

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removing every Obstruction; and therefore, in the present distressed Situation of the Company, with the public Eye upon our Conduct, it is become indispensably necessary, and we are determined, to investigate this, and every other Branch of our Affairs, with the most minute Exactness which the Materials before us will admit.

21. We wish we could refute the Observation, that almost every Attempt made by us, and our Administrations at your Presidency, for the reforming of Abuses, has rather increased them, and added to the Miseries of the Country we are so anxious to protect and cherish. The Truth of this Observation appears fully in the late Appointment of Supervisors and Chiefs. Instituted as they were to give Relief to the industrious Tenants, to improve and enlarge our Investments, to destroy Monopolies, and retrench Expences, the End has by no Means been answerable to the Institution. Are not the Tenants more than ever oppressed and wretched? Are our Investments improved? Has not the Raw Silk and Cocoons been raised upon us 50 per Cent. in Price? we can hardly say what has not been made a Monopoly. And as to the Expences of your Presidency, they are at length swelled to a Degree we are no longer able to support. These Facts (for such they are) should have been stated to us as capital Reasons, why neither our Orders of 1771, nor indeed any Regulations whatever, could be carried into Execution. But perhaps as this would have proved too much, it was not suggested to us; for nothing could more plainly indicate a State of Anarchy, and that there was no Government existing in our Servants in Bengal.

22. When we directed a general Freedom of Trade, it was not possible for us to suppose that the French and others would be suffered to exercise every Act of Oppression over the Weavers, and by Force compel the Delivery of their Manufactures: Yet such Facts appear on your Records, and should have been exposed as other strong Proofs, that the Company's Investment must necessarily be loaded with the refuse and ready-money Goods. Sorry we are to say, that Silence also upon this Subject is by us too well understood, and how it may reflect on the Conduct of many of our Servants: We cannot but enquire how the French, without Money or Influence, fill their Ships with the prime and valuable Manufactures of Bengal, and from whom they draw such large and to us ruinous Resources.

23. *And therefore, when Oppression pervades the whole Country;* when Youths have been *suffered with Impunity to exercise sovereign Jurisdiction* over the Natives, and to acquire rapid Fortunes, by monopolizing of Commerce; it cannot be a Wonder to us, or yourselves, that Dadney Merchants do not come forwards to contract with the Company; that the Manufactures find their way through Foreign Channels; or that our Investments are at once enormously dear, and of a debased Quality.

24. It is evident, that the Evils which have been so destructive to us, lie too deep for any partial Plans to reach or correct; it is therefore our Resolution to aim at the Root of these Evils: And we are happy in having Reason to believe, that in every just and necessary Regulation, we shall meet with the Approbation and Support of the Legislature, who consider the Public as materially interested in the Company's Prosperity.

25. In order to effectuate this great End, the first Step must be to restore perfect Obedience and due Subordination to your Administration: Our Governor and Council must reassume and exercise their delegated Powers upon every just Occasion; punish Delinquents; cherish the Meritorious; discountenance that Luxury and Dissipation which, to the Reproach of Government, prevailed in Bengal: Our President Mr. Hastings, we trust, will set the Example of Temperance, Œconomy; and upon this we are sensible much will depend. And here we take Occasion to indulge the Pleasure we have in acknowledging Mr. Hastings's Services upon the Coast of Coromandel, in constructing, with equal Labour and Ability, the Plan which has so much improved our Investments there; and as we are persuaded he will persevere in the same laudable Pursuit, thro' every Branch of our Affairs in Bengal, he in return may depend on the steady Support and Favour of his Employers.

26. Your Settlement being thus put into a Train of Reform, (and without which indeed all Regulations will prove ineffectual) you are next to revert to the old System, when the Business of your Presidency was principally performed by our own Servants, who then had Knowledge of our Investments, and every other Department of our Concerns. You will therefore fill the several Offices with the Factors and Writers upon your Establishment; for, with our present Appointments, we are assured there will be sufficient for this Purpose; and thus you will banish Idleness, and its Attendants Extravagance and Dissipation. And here we enjoin you to transmit to us a faithful and minute State of the Pay, and every known Emolument, of all below Council; for as it is notorious that even Youths in our Service expend in Equipage, Servants, Dress, and Living, infinitely more than our stated Allowances can afford, we cannot but be anxious to discover the Means by which they are enabled to proceed in this Manner: And indeed so obnoxious is this Conduct to us, and so injurious in its Consequences, that we expect and require you to shew your Displeasure to all such as shall transgress in this Respect; contrasting it at the same Time with Instances of Kindness towards the Sober, Frugal, and Industrious.

27. The Monopoly of Commerce by the Chiefs, &c. at your Subordinates, has been a severe Reflection upon the Administrations in Bengal; for we conceive it impossible that such Practices could have been long concealed; and it was in the Power of the Board to apply a Remedy, by recalling and suspending the Delinquents. But we trust you will not in future be under the Necessity of exercising your Authority for the Abolition of this Evil: And this once effected, will be a great and essential Step towards the Improvement and Extension of our Investments; especially if you

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you follow it with complete Protection to the Weavers and Merchants. And here we direct, that you suffer no Persons, of any Nation whatsoever, to trespass upon the Rights and Dominion of the Country, of which we declare ourselves the Guardians and Conservators: And since the Power of Government must continue with the Nabob, you will request him to confine Foreigners within the Limits of their Phirmaund; and therefore, as the French cannot have a Right, you will, to the best of your Power, prevent them from imprisoning and maltreating the Weavers, or any others under the Protection of the Circar. If the French at any Time think themselves aggrieved, they may, as heretofore, apply to the Nabob for Redress; and should they disobey and spurn the Orders of Government (as we find by your Records that they have ventured to do) it rests with the Nabob to act by them agreeably to the Practice of his Predecessors.

28. Having, as we conceive, fully investigated the Causes of the Failure of our Investments in Goodness, Price, and Quantity; and, much to our Concern, proved also, that almost every Stream has been polluted; we now arm you with our full Powers to make a complete Reformation. The Task, we are sensible, will be arduous; but we rely on your Zeal for the Service of the Company: And as we have the Satisfaction to assure ourselves, that you will not misuse the Powers we have delegated to you, we hesitate not to promise you our entire Support and Protection.

29. And having already revoked our Regulations and Orders of 23d March 1770, we now so far suspend those of the 10th April 1771, as to leave the Whole open to every Alteration you may judge necessary and fit to make.

APPENDIX, N° 32.

EXTRACT of the Company's General Letter to Bengal, dated 3d March 1775.

Par. 17. THE high Price of our present Bengal Investment, compared with that of former Years, requires your immediate and most serious Consideration. The Subject has been frequently discussed by our President and Council; but we must observe, that the following Circumstances, intimately connected therewith, seem not to have been sufficiently attended to in the Course of their Deliberations.

18. It appears to us, that the great Increase of Price on the Manufactures of Bengal, of which we have so much Reason to complain, commenced about the Year 1769. At that Period the extraordinary Measure of purchasing Goods at Calcutta for the Company's Investment, was adopted; a Resolution was also taken to grant Company's Bonds for the same, payable in Twelve Months, bearing Interest after the Rate of Eight per Cent. per Annum; and the Goods so purchased, in the first Season only, amounted to 289,819 Pounds Sterling.

19. We readily grant that if the Revenues of Bengal had enabled us to support our Civil Government, to maintain an Army for the Defence of the Provinces, reimbursed us for our European Exports, and yielded us a clear Surplus to the Amount of our Annual Investment, the nominal Value of the Goods would have been of less Consequence to the Company, as the Investment must in such Case have been considered merely as a Remittance from Bengal to Britain; but as that has not been the Case, and as we have been reduced to the Necessity of borrowing Money at Fort William, and of purchasing Goods on Credit to a very large Amount, the Advance of Price now becomes a Matter of the utmost Consequence, and operates as an actual Drawback upon the Revenues.

20. When the Governor and Council resolved upon the Measure of opening the Company's Warehouse at the Presidency, for the Receipt of Goods to be paid for by Interest Notes, our Bond Debt in Bengal was only 351,817 Pounds Sterling; but in 1773 it amounted to no less than 1,547,458 Pounds Sterling, and the Annual Interest upon the Increase alone, is 95,636 Pounds Sterling.

21. It must be allowed, that Remittances were made to our other Settlements, and several extraordinary Expences incurred in Bengal, from 1769 to 1773; and also that in the Year 1770, the Famine occasioned a considerable Diminution of the Revenue: But when we consider that Bills were drawn upon us about that Time for Pounds Sterling 1,063,000, we cannot but be of Opinion, that so great an Addition to our common Resources must have been more than equivalent to such Diminution of Revenue, and to all extraordinary Disbursements.

22. From this View of Facts, we must conclude that the Advance of Price paid for our Bengal Investment has been the principal Cause of the Increase of our Bond Debt, and consequently, the Means of subjecting us to the heavy additional Interest above-mentioned.

23. The Amount of our Bengal Cargoes from 1769 to 1773, is 2,901,194 Pounds Sterling; and if the Average Increase of Price be estimated at 25 per Cent. only, the Amount of such Increase is 725,298 Pounds Sterling.

24. The above Circumstances are exceeding alarming to us: But what must be our Concern to find,

find, by the Advices of our President and Council of 1773, that a further Advance of 40 per Cent. on Bengal Goods was expected, and allowed to be the Consequence of Advertisements then published, authorizing a Free Trade in the Provinces?

25. We find the Dewannee Revenues are in general farmed for Five Years, and the aggregate Increase estimated at only 16,28,189 Rupees, or 183,170 Pounds Sterling, on a Supposition that such Increase will be realized; yet if the Annual Investment be 60 Lacks, and the Advance of Price 30 per Cent. only, such Advance will exceed the Increase of the Revenue by no less than 829,330 Pounds Sterling.

26. We are far from being convinced, that the Competition which tends to raise the Price of Goods in Bengal, is wholly between public European Companies, or between Merchants in general who export to Foreign Markets. We are rather of Opinion, that the Sources of this grand Evil, have been the extraordinary Privilege granted to Individuals in our Service, or under our Licence, to trade without Restriction throughout the Provinces of Bengal, and the Encouragement they have had to extend their Trade to the uttermost, even in such Goods as were proper for our Investment, by observing the Success of those Persons who have from Time to Time found Means to dispose of their Merchandize to our Governor and Council, though of so bad a Quality as to be sold here with great Difficulty, after having been frequently refused, and put up at the next Sale without Price, to the very great Discredit and Disadvantage of the Company.

27. Unwilling as we are to return to the former coercive System of providing an Investment, or to abridge that Freedom of Commerce which has been so lately established in Bengal; yet at the same Time finding it our indispensable Duty to strike at the Root of an Evil, which has been so severely felt by the Company, and which can no longer be supported, we hereby direct, that all Persons whatever, in the Company's Service, or under our Protection, be absolutely prohibited, by public Advertisement, from trading in any of those Articles which compose our Investment, directly or indirectly, except on Account of and for the East India Company, until their Investment is compleated.

28. We also direct, that from the Receipt hereof at Fort William, no ready-money Goods be purchased for us, on any Account or Pretence, unless it shall be found utterly impossible to obtain Cargoes for our returning Ships by the ordinary Means of providing our Investment at the Aurungs, which we are convinced can never happen except on very extraordinary Occasions: But if, contrary to our Expectations, it should at any Time be the Case, we direct that One Month's Notice at least be given, by public Advertisement, specifying what Goods will be wanted; and that Musters and sealed Proposals be received, and the lowest Offers invariably accepted. And we likewise positively direct, that no greater Quantity be ever purchased on the above Terms, than shall be absolutely necessary to prevent our Ships from remaining in India, or from returning to Europe without their proper Tonnage.

29. We further direct that the above Regulations be forthwith published throughout the Provinces, and considered as Standing Orders of the Company, in all Time to come; and also, that every Person offending against the same, be forthwith suspended from our Service, and not restored without our express Permission.

30. To the above we have only to add, that as the Prosperity of the Company materially depends upon the Reduction of the enormous Rates of Bengal Manufactures, we can have no Doubt of your speedy Attention to the Subject. We trust you will cordially unite in carrying these our Orders into Execution, and not discontinue your Efforts, till the Evils pointed out shall have been effectually removed, and such salutary Regulations established, as shall prevent future Loss to the Company, in the Provision of their Investment.

31. Our Governor and Council having prohibited Export Warehouse Keepers, and Residents at Subordinates, from trading in such Articles as form the Company's Investment, we hereby approve the said Regulation, and direct that it be also observed as a Standing Order by every Person who shall at any Time hereafter be appointed to the Stations above-mentioned.

APPENDIX, N° 33.

EXTRACT of the Company's General Letter to Bengal, dated 24th December 1776.

Par. 66. WE observe that our general Ideas respecting the realizing of our Bengal Revenues in England, as contained in the 19th Paragraph of our Letter of the 3d of March 1775, perfectly coincide with your Sentiments; and we are extremely happy to find, that the State of our Resources in Bengal, as explained by your various Minutes and Proceedings, and particularly by Mr. Francis, in an Estimate, accompanied by very judicious Remarks, has rendered the nominal Price of our Investment no longer an Object of Consequence.

 67. We

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67. We are however very sorry to observe, that our Orders in the 27th Paragraph of our said Letter, for Restrictions on the Commerce of Individuals under the Company's Protection, have had Ideas affixed to them very different from those entertained by the Court of Directors when they issued those Orders.

68. It was certainly intended to restrain our Servants, and all Persons whatever under their immediate and particular Influence, from an improper Interference in those Articles of Bengal Commerce which compose the Company's Investment; but such Restriction was never designed to affect the Natives in general, and all other Persons under our Protection without Distinction, as is suggested in some of the Minutes before us. We expect that our Investment be always provided on the best Terms possible, without being obliged to purchase it of our Servants, or their Agents, at an advanced Price, as no Benefit can accrue thereby to the Native Manufacturer. This Investment being provided, or the Means of securing it on equitable Terms fully established, we would impose no other Restraint on that Freedom of Trade, which is so necessary to the Prosperity of the Country, and, in its Consequences, to the East India Company.

69. The Governor General, and all Persons concerned in the Revenues, are specifically and absolutely precluded from trading in India; and we deem it equally necessary that their Banyans should be laid under proper Restrictions, which has not been the Case; for we find that the late Governor's Banyan has been permitted to contract largely for the Provision of the Company's Investment; which we positively forbid in future.

70. Our Opinion has never varied respecting the Propriety of an open and free Trade, abstractedly considered; but when we were given to understand by our President and Council, that whatever flattering Ideas might have been formed by us, or the Public, of the Revenues of Bengal, they were found inadequate to the Purposes of defraying our Expences, and providing a very small Investment; when those Declarations were followed by large Drafts on the Court of Directors, and the Goods purchased therewith would not realize in England the Amount of prime Cost in Bengal; when, in Addition to these Circumstances, we found it asserted, that all Proposals for providing the Investment by Contract with Dadney Merchants, had a direct Tendency to establish the very worst of Monopolies, and that, instead of Improvements, an immediate Loss of 25 per Cent. Debasement of the Manufactures, and Deficiency of Quantity, were to be expected; that since Trade had been laid open, Goods had been obtained for the Company with great Difficulty, the Quality really debased, the Price of Raw Silk advanced 80 per Cent. and Piece Goods, since the Year 1768, from 50 to 60 per Cent. and that a further Advance of 40 per Cent. might possibly happen, in consequence of removing all Restraints on Commerce throughout the Provinces: It surely behoved us, however repugnant to our general Ideas of the Propriety of allowing Freedom of Trade, to consider of, and return to, such coercive Measures as might prevent further Inconvenience to the Company; who, from these Representations, were apprehensive that they must export from hence a valuable Consideration for the Produce of Bengal, or pay for the same by Bills of Exchange, or at least to a considerable Amount, or give up all Thoughts of receiving an Investment from that Country. But we turn with Pleasure from this disagreeable Detail; and being now assured that every Charge, Civil and Military, may be provided for by the Resources of Bengal, 93 Lacks of Rupees appropriated to our Commercial Establishments and Investments, 20 Lacks for other Settlements, and a Surplus of 10 Lacks remain for Contingents, exclusive of outcry Profits on Salt and Opium, and of Drafts on the Court of Directors; we must own, that the principal Objections to a free Trade are removed, and therefore embrace this first warrantable Opportunity of empowering you to suspend the Execution of such Part of our Orders as impose Restrictions on the Commerce of Individuals, provided you are absolutely certain it may be done consistent with the due Provision of an ample and well-chosen Investment for the Company.

71. We should not hesitate to revert immediately to the old System of providing Goods in general by Contract with Native Merchants, were it possible to be assured, that this Measure could be adopted with Success, and that Freedom of Trade would be thereby promoted, and the necessary Quantity of Goods of a proper Quality, obtained in due Time for the Return of our Ships to Europe; but we doubt whether there are at this Time in Bengal Native Merchants possessed of Property adequate to such Undertakings, or of Credit and Responsibility sufficient to make it safe and prudent to trust them with such Sums as might be necessary to enable them to fulfil their Engagements with the Company. However, Contracts may be immediately tried for coarse Articles, or for other Goods, to as great an Extent as can be done without risking too much of our Property, and the timely Provision of our Investment, the Amount whereof must on no Account be hazarded, even for a single Season.

72. It is also a Matter of serious Consideration, if absolutely requisite to make large Advances of Money to Natives of any Denomination, on any Account whatever, whether upon the Non-performance of their Contracts, such Monies and Penalties, if incurred, can be recovered in the Country Courts, or in a summary Way, as formerly, without having Recourse to the Supreme Court of Judicature, in case no Alteration should be made in the Jurisdiction of that Court.

73. The Vigilance and due Interposition of the Naib Subahdar we apprehend may prevent Monopolies and improper Treatment of the Manufacturers by the Merchants, and correct Abuses in general amongst the Natives; but how far his Influence may be suffered to operate to the securing of our Property when legally advanced to them, we are not at present able to determine.

74. We wish it may be practicable to indulge our commercial Servants in every Branch of Trade not prohibited

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prohibited by Law: But if Attachment to their own Intereſt ſhould preponderate, we are convinced they will have it in their Power to procure better Goods, and on more reaſonable Terms, than can be provided for the Company. You will therefore give this particular Object the moſt deliberate Conſideration, before you authorize a Meaſure of ſo much Importance, which nothing but the greateſt Fidelity in our Servants can render conſiſtent with the Intereſt of the Company.

75. We direct, that our Board of Trade make frequent and ſtrict Enquiry, whether thoſe Perſons, who are ſtationed by them at the different Aurungs, take proper Care to improve themſelves in the Knowledge of ſuch Parts of our Inveſtment as come under their Superintendance. And it is our Orders, that ſuch of our Servants as acquire a proper Knowledge of the Fabrick, and become the Means of improving the Quality of the Manufactures, be ſuitably diſtinguiſhed, and not removed from their Stations, ſo long as their Conduct ſhall merit ſuch Diſtinction, or until called to fill ſuperior Offices in our Service.

76. In regard to the Salt Trade of Bengal, we apprehend that the Monopoly, on its preſent Footing, can be no conſiderable Grievance to the Country. It has ever been in a great Meaſure an excluſive Trade, and we think no Tax can be levied upon it that ſhall be leſs oppreſſive to the Conſumer; and as we are not certain that our Occaſions do not require the whole Supply ariſing from this Article, we direct, that for the preſent the Plan adopted by our late Preſident and Council be continued, unleſs you ſhall be able to obtain to the Amount of £. 100,000 Sterling per Annum for the Company, by an additional Duty on Salt; and are of Opinion, that ſuch Amount may be realized by impoſing a Tax thereon with leſs Inconvenience to the Country, and liable to fewer Objections, than is the Caſe in the preſent Mode of receiving a Profit on Salt by Sales at Auction.

77. If you ſhall be of Opinion that aboliſhing the Monopoly of Opium will contribute in any great Degree to the Relief of the Natives, we authorize you to give up that Commodity as an Article of Commerce, only fixing and reſerving a reaſonable Duty thereon to the Company, which we think ſhould not exceed 30 Rupees per Maund.

78. It has been a frequent Inſtruction to our Servants, to yield all ſuitable Encouragement for the *Cultivation of the Mulberry Plant*, and for the Increaſe of Raw Silk: We repeat thoſe Orders; and are perſuaded, *if due Regard be had thereto*, our Inveſtment in this Article may be greatly extended, and a ſufficient Quantity remain to ſupply the Trade of India, and thereby to procure Cotton for the Province of Bengal, without exporting your Specie for that Raw Material; and we earneſtly recommend the Subject to your Conſideration. We are informed that vaſt Tracts of Land, at preſent of little Value, may be cleared, and rendered capable of producing Mulberry Shrubs; and your Attention to their Cultivation will moſt eſſentially promote the Intereſt of the Company and of the Nation; Raw Silk, and eſpecially Filature Silk, being a very beneficial Article of our Imports, and of great Conſequence to the Manufactures of Britain.

79. Having thus given you our Sentiments and Directions on ſeveral important Subjects ariſing from your Letters and Records, we ſhall, in our next Diſpatches, proceed to conſider ſuch further Parts of your Correſpondence as yet remain unnoticed, and to purſue the neceſſary Inveſtigation of the Affairs of your Preſidency, that you may co-operate with us in the vigorous and ſteady Proſecution of ſuch Meaſures as will conduce to the Intereſt of the Company, the Encreaſe of your own Honour, and the Welfare of the Provinces committed to your Care.

APPENDIX, N° 34.

EXTRACT of the General Letter from Bengal, dated 17th October 1774.

Par. 31. HAVING, in Compliance with your Inſtructions, uſed every Endeavour to make the Proviſion of your Inveſtment by Contract, and advertiſed, in due Time, for receiving Propoſals for the Inveſtment of the preſent Year, ſeveral were delivered in before the Departure of the Reſolution; but thoſe from Patna only were on Terms of Advantage, which we were induced to accept, as mentioned in our Letter by that Ship, dated the 15th of March. We at the ſame Time obſerved, that although Propoſals had been received from Coſſimbuzar, for the Silk Inveſtment; they were in Terms too vague to be accepted without Explanations: Theſe have been ſince received, together with Muſters both of the Raw Silk and Silk Piece Goods, and being in general of a ſuperior Quality to the Goods ſent Home of late Years, though not altogether equal to the old Muſters, the Chief was inveſted with diſcretional Power to accept them; the Lateneſs of the Seaſon when theſe Materials were laid before us, leaving it doubtful whether it might be eligible to receive them, or to continue the Proviſion of this Seaſon by Gomaſtahs. The Determination has been given in Favour of the Contract; which, with the Proviſion expected to be made alſo of the Filature Aſſortment, will amount, according to a Calculation tranſmitted to us by the Chief of Coſſimbuzar, to Twenty-one

2d May. Correſpondence with Coſſimbuzar, N° 22 to N° 26.

Proceedings of the Comptrol of the Inveſtment,

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one Lacks of Rupees; and from the Dispatches hitherto made to us, we flatter ourselves you will find the valuable Article of your Investment much improved, and that it will soon be recovered from the declining State to which it has been reduced since the Year of the Famine: We mean with respect to the Quality of the Goods; the Price still continues very high; nor can we devise any Means of reducing it, consistent with the Encouragement that has been given for a free and open Trade; the necessary Consequence of which is, an Enhancement on the Price of Goods, in those Places where any Restriction might have before prevailed. In such Predicament particularly, is the Raw Silk of Radanagore, in the Burdwan Province, which for many Years had been taken at an arbitrary Price, that is, at such Rates as were judged sufficient for the Maintenance of the Ryotts or original Providers; it then came to less than Six Rupees per Seer; and accounts for the great and partial Profit gained on that Assortment at the Sales in Europe: But since those Restrictions have been removed, in consequence of the System universally adopted for a general Freedom of Trade, the Price of this Article has risen from Six to Nine Rupees; at which Rate a Contract has been entered into for the Provision of Radanagore Silk this Season, and it is still under Market Price of that Assortment at Calcutta.

entered after N° 22. Cossimbuzar Correspondence.

Proceedings of the Comptrol of the Investment. Consf. 6 April.

32. Prior to the Acceptance of the Proposals for the Cossimbuzar Investment, Offers were made to us by Kinkermundel, a Native, for the Provision of Seven hundred Maunds of Commercelly Raw Silk, consisting of Three Letters, B, C, D, at the Rate of Ten Rupees Nine Annas Sicca per Seer. As this Tender appeared to be advantageous to the Company, from the Report of the Export Warehouse Keeper and Examiner, they were accepted. This Offer was supposed to have been independant of the Proposals, at that Time under Consideration, for the Cossimbuzar Investment; but it afterwards appeared, that to enable Kinkermundel to fulfil the Terms of his Engagement, he required a Part of the Winders usually employed by the Company at Commercelly, to be now engaged in his Service. This was assented to, as the Deed of Contract had been executed, and an Advance made to him in consequence; but it was a Diminution of so much from the Cossimbuzar Proposals, as the Merchants there could on this Account engage for 300 Maunds only instead of One thousand Maunds. The Contract, however, with Kinkermundel, was judged to be the most beneficial, by the Exclusion of the Letter E, and is accordingly in force.

33. We did entertain the most sanguine Hope, that after the first Difficulties, necessarily attendant on the Introduction of the new Mode of Winding at the Filatures, were surmounted, it would have been attended with the Advantages there appeared so much Reason to expect from it; and although it has not yet answered those Expectations, we are still willing to hope that its Success will in the End make ample Amends for past Disappointments. As a Token that the new or Italian Method is likely to spread itself through the Country, we mentioned in our last that it had found its Way into the Hands of private Adventurers. Proposals were soon after tendered to us, through the Chief of Cossimbuzar, for the Provision of Seventy Maunds of Filature Silk, upon Muster, at the Rate of Sicca Rupees, 14. 8. for the First, and 14 for the Second Assortment: Which, upon the Report of the Export Warehouse Keeper and Examiner, were accepted.

Consf. 2 May.

Ibid.

34. Mr. Wiss, one of the Superintendants of the Filatures, having represented that the new Mode of Winding might be prosecuted with Success at Jungeypore, we gave Permission for a temporary Building to be erected there; and the same was in Hand when Proposals were made to us, through the Chief of Cossimbuzar, for the Provision of One thousand Maunds of Filature Silk, to be manufactured at Jungeypore, and delivered by March 1777, at the Rate of 14 Sicca Rupees per Seer, of 72 Sicca Weight; stipulating also, that the temporary Building should be carried on at the Expence of the Contractor, and delivered up gratis for the future Use of the Company at the Expiration of the Contract. He at the same Time offered to provide Eight hundred Maunds of the Bengal Assortment, at the Rate of Ten Sicca Rupees per Seer. These Proposals, though made by a Servant of the Company, and the Export Warehouse Keeper of the Factory, appeared to be calculated for the Advantage of the Company so far beyond any other which we were likely to obtain, and the Security for the Performance so good, that we gladly, and without Hesitation, accepted them. Our Reasons are fully assigned on the Proceedings of the Comptroller, noted in the Margin.

Consf. 7 October.

35. On Receipt of your Commands, dated the 23d of October 1773, respecting the Tonnage of the returning Cargoes of the Ships taken up for the present Season, we caused a Calculate to be laid before us of the Investment expected to be provided at this Presidency, together with the Remains of last Year. From this it appeared, that we should be able to furnish Cargoes for five Ships, according to the new encreased Rates of Tonnage, and your Order for lading them with Surplus. And the Presidency of Fort Saint George having applied to us for Three Ships, to return with full Cargoes from the Coast, we wrote to Bombay, requesting they would assist us with one of the Ships consigned to their Side of India this Season, besides the British King of last Year: With this they have complied, as appears by the Destination of your Shipping already mentioned in the Paragraphs.

Consf. 13th June.

20 June.

5 Sept.

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APPENDIX, N° 35. A.

EXTRACT of the General Letter from Bengal, dated 3d August 1775.

Par. 14. WE also thought it proper to desire that the Board of Trade would inform us whether any Contracts were held by the Banyans of any Gentlemen here, and in what Manner the Conditions of them had been executed. By the List sent in, it appears that *Cantoo Baboo, the Governor General's Banyan, holds Two Contracts for Raw Silk, one in the Name of his Son Lucknaut Nundie, to the Amount of* C^t R^s *10,04,560, and one jointly in the Names of Lucknaut Nundie and*
Cons. 1st May. *Barrankissen Sing, for* C^t R^s *6,75,395. 1. 6.* The Board of Trade promised to let us know how the several Contracts had been performed, but they have not yet done it.

APPENDIX, N° 35. B.

EXTRACT of Papers relative to Cantoo Baboo's Farms.

From the Majority, 21st March 1775.

Copy 799. 800. IN the Regulations of the 14th May 1772, for letting the Lands in Farm, it is provided, that each Farm shall not exceed the Annual Amount of One Lack of Rupees. Huzzery Mull and Modun Dult, the present Bankers, were permitted, at one Time, to farm the whole Province of Purnea, amounting to Nine Lacks; *and Cantoo Baboo, the Governor's Banyan, did at one Time hold, either directly or as Security, a Number of Farms, to the Amount of above Thirteen Lacks.* After enjoying the Whole of these Farms for Two Years, he was permitted to relinquish Three of them. Those which he still continues to hold, amount to above Five Lacks; besides which, it appears that he had Influence enough to procure the *Grant of a considerable Zemindary for his Son, a Youth* of Eleven or Twelve Years old, who is represented to the Court of Directors as a Man of Substance and Credit.

From the Governor, 25th March 1775.

730. The Reasons which prevailed on the late Board to *grant the Purgunnah of Bahrbund to Cantoo Baboo, my Servant,* will appear in the Consultations of the 12th and 19th of July 1774, in the Revenue Department; to those I refer. You will find, that this is not a Part of the Zemindarry of Ranny Bowanny, nor ever in her Possession; but a Mahl, or District, depending immediately on Government, and lying on the Frontier of the Province; that *no Kind of Indulgence was shewn to my Servant in this Grant*; *but an*
731. *Advantage provided for Government, by the Pishcash or Fine to be paid,* and by the Security which the Collections of it would naturally derive, from being in the Charge of a Man of Business and Property.

*The Sunnud was never * granted, though ready drawn up, and in my Possession, from the Time of the Order of Council*; *nor of course the Pishcash paid,* because I chose to defer the Confirmation of it till the Assembly of the new Council.

* The Order was issued for putting him in Possession, 12 July 1774. See Rev. Conf. fol. 1909.

The Majority, in their separate Meeting of the * 17th Instant, *have thought proper to deprive Cantoo Baboo of this Grant,* for Reasons which they are yet to seek. One indeed they have assigned, namely, that the Person in whose Name it was granted, was described as a Man of Credit and Property, but proved on Enquiry to be a Boy of Ten Years of Age.
732. You, Gentlemen, need not be told, *that it is the constant Practice of the Gentoos to register all Deeds and Contracts, and apply for all Grants, in the Names of their Sons. Locknaut Nundee, the nominal Zemindar, is the Son of Cantoo Baboo,* whom the Board intended by the above Description.

* March 1775. N. B. This Assertion is premature.

I beg Leave to drop the immediate Subject for a Moment, to take Notice of the general *Reproach* which the Gentlemen of the Majority have

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have thought proper to cast upon me, *for having permitted my Servant to hold Taaluks and Farms to a considerable Amount in the Province.*

Indeed, *such is the Peculiarity of my Lot, that I find I must defend myself even against the opposite Charge of having permitted him to quit many of his Farms:*—I shall say but little to both Accusations.

Cantoo Baboo was in Possession of his Taalooks before my Arrival. *Many of his Farms were taken without my Knowledge, and almost all against my Advice.* I had no Right to use Compulsion or Authority; nor could I with Justice exclude him, because he was my Servant, from a Liberty allowed to all other Persons in the Country. The Farms which he quitted, *he quitted with my Advice*; because I thought that he might engage himself beyond his Abilities, and be involved in Disputes, which I did not choose to have come before me as the Judge of them.

The Inclosure N° 1, is a comparative Account of the Jumma and Collections of all his Farms in the Year preceding the Settlement, and in the Years in which he has held them, with the Jumma continued to the End of the Lease. *This, compared with the general Accounts of the Bengal Province, will afford a more convincing Proof than any Words can offer, that he has received no Sort of Indulgence or Privilege from my Protection.* If further Proofs are wanting, the *Consultations* referred to in my Dispatches by the Bute and Pacific, *contain Instances of my Impartiality, and some even of Rigour shewn him by the Board with my Concurrence*; particularly in depriving him of his Teeka Salt Works, in Favour of his Competitor Cumaul O Dien; an Act rather of Necessity than of strict Justice.

From the Majority, 11th April 1775.

We beg Leave to observe, that *we have not dispossessed Lucknaut Nundee, the Son of the Governor's Banyan, of his Zemindarry, as the Governor General is pleased to assert*; *nor have we as yet ordered the Governor General to be prosecuted.* (Copy, fol. 906.)

With respect to the Zemindarry above-mentioned, Cantoo Baboo himself informed the Board, that it was really granted to his Son, and that if the Youth should die, the Zemindarry would lapse to the Government. In this Instance, *the Opinions of the Governor and the Banyan appear to us directly contradictory to each other.* The Farms engrossed by the Governor's Servant, in direct Opposition to the friendly Advice given him by his Master; his being permitted to hold so many, and afterwards to relinquish some of them; have been, as we are convinced, equally prejudicial to the Company's Interest. *These Abuses shall be the Subject of a particular Investigation.* In the mean Time, it must naturally occur to the Court of Directors, that Farms, to the Annual Amount of Thirteen Lack and a Half, could not have been heaped upon the Governor's confidential Servant entirely for his own Profit; *especially, as it is one of the public Regulations of the Committee of Circuit, that no Person shall hold Farms to the Amount of more than One Lack**.

* This is not an accurate Statement of the Regulation alluded to.

Narrative respecting Farms.

The Farms in the Possession of Cantoo Baboo before the Arrival of Mr. Hastings at Bengal, or in 1771-72, are stated by him as the Annual Amount of Rupees 5,57,299. 10. 2*.

* See rectified Account, transmitted by the Governor in his Letter to Mr. Michell, dated 16th April 1775.

In the Governor's Account, no mention is made of Cantoo Baboo being Security for any Farmer, or for the Payment of Rents, but the Farms are all said to have been held by Cantoo Baboo.

In the Account prepared by the Secretary at Fort William, they are also called, *Farms held by Cantoo Baboo*; *but in the Body of the Statement, he appears as a Security only*, and not as Principal for any one Farm whatever. (Rev. Conf. 17 March 1775. fol. 1092.)

In 1772 3 the Rent of the above Farms is stated at no more than Rupees 5,13,273. the Diminution or Difference is Rupees 44,026.

The Amount collected in the Year 1772 is stated at Rupees 5,51,810, and the Amount collected in 1773 at 4,81,075; the Diminution or Difference is Rupees 70,735.

The Amount collected in 1774 is stated at Rupees 5,05,662; the Difference between the Collection of 1772 and 1774, is Rupees 46,148.

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The Name of Locknaut Nundee stands as principal Farmer to several Purgunnahs; no other Security appears from those Purgunnahs. Locknaut Nundee is the Name of Cantoo Baboo's Son, to whom the Talluckdarry of Baharbund was granted* in 1774.

* Rev. Conf. 31 May 1774. fol. 1569.
12 July —— fol. 1909.

Rev. Conf. 17th March 1775. fol. 1093.

In the Consultations of March 1775, Cantoo Baboo appears as Security for Three Farms, Value Rupees 8,20,359, in addition to those above-mentioned. These Farms were let by the Board at Calcutta, during the Absence of the Governor and Committee of Circuit in 1772; but the Security was withdrawn in 1774, by Permission of the Council, at which the Governor was present, as will appear from the following Particulars.

Com. Rev. 14th May 1772. fol. 253.

The Committee of Circuit was appointed in May 1772, consisting of Messrs. Hastings, Middleton, Dacres, Lawrell, and Graham.

Before the Committee left Calcutta, it was resolved, that the Settlement of Hughley, Hedgelee, Calcutta Purgunnahs, Burdwan, Midnapore, Beerboom, Bissenpore, and Pacheet, should be made by the remaining Members of the Board; which Districts include those for which the Governor's Banyan became Security; viz. Cootubpore, a District in Midnapore Province; and Bissenpore and Patcheet in Burdwan Province.

N. B. By a late Division of the Provinces, the Whole are now arranged under the Council of Revenue.

Com. Rev. 15 May 1772. fol. 266.

The 15th May the following Advertisement was published.

"This is to give public Notice, to all Persons, Natives and Subjects of the Province of Bengal, that the Lands of the District of will be let to farm, on Leases of Five Years. Sealed Proposals for renting the Lands, are to be delivered in by the of Assar, to the Sudder Cutcherry at where the President, with a Committee of the Board, will be present to receive them, and to grant the Leases.

This early Publication is now made, to allow such Persons as are willing to offer Proposals, as much Time as possible for preparing the same against the appointed Period. Advertisements in a few Days will be published, containing the general Conditions and Rules on which the Farms are to be let."

The 28th May, the Board publish the following additional Advertisement.

Com. Rev. 28th May 1772. fol. 292.

* N. B. Advertisements for the other Districts were similar to those in the 24 Pergunnahs. Vide below.

"This is to give public Notice, that the Rent Roll and Jumma Wassel Bauke, of each of the 24* Pergunnahs, are laying at the Collector's Cutcherry; where all Persons, Natives and Subjects of Bengal, purposing to offer Proposals for farming the Lands, may have free Access to peruse and examine the same."

Com. Rev. 8th June 1772. fol. 326.

The 8th June, Advertisements similar to the above, were published at the Presidency.

Com. Rev. 2d July 1772.
* Mr. Jn° Sumner.
fol. 391.

The 2d July, the * Collector of Beerboom represents, that though the Lands of Bissenpore are leased, none of the Farmers make Offers to extend their Leases, which were to expire in the Month of April; and that no Proposals were made for Patcheet: That the Oppressions of late Farmers had caused the Ryotts to desert the Country; that the old Farmers owned they could not again take the Lands, as the Sound of their particular Names would drive away the Ryotts.

These Farmers attempted to justify themselves in their Oppressions, by alledging, that they had paid more for the Lands than had heretofore been customary.

Com. Rev. 3d Aug. 1772.
395.

The 11th July, the Collector repeats his Declaration, that the Farmers had waved all Desire of extending their Leases; and that the Lands will be free for farming in April, unless other Measures be adopted.

397.

The 3d August 1772, the Board reply to the Collector, and being determined to let the Lands to farm, direct him to send the Papers, and some of the most intelligent People of the Cutcherry, to Calcutta, in order to enable them to form a Settlement; and declare, they will exert themselves to obtain Bidders at Calcutta, and in the adjacent Districts.

Com. Rev. 17th Aug. 1772, fol. 455.

No Offers having been made for the above Lands, in consequence of the Committee's Advertisements, the 17th August 1772, Mr. Barwell informs the Board, that having made it his particular Business to enquire into the Value thereof, he is thereby enabled to lay before the Board, a Sketch of Terms,

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Terms, which he says, are offered for the said Lands; but no Names are specified.

Mr. Barwell likewise lays before the Board sundry Articles, containing the particular Requisitions or Claims of the supposed Farmer; which are in general admitted by the Board, except one, which requires a Remission of Rents in case of Inundations. Com. Rev. 17th Aug. 1772. 458.

The Board agree to accept the Proposals on the Terms specified, *provided the People and their Securities shall be approved*; but hitherto no Name of Principal or Security is mentioned.

The 20th August, Mr. Barwell lays before the Board, a List of the Farmers Names, and of their Securities. Those for Bissenpore and Patcheet are as follows, viz. fol. 476.

	FARMERS.	SECURITIES.
For Bissenpore Province.	Kimpersaud Sean Govind, Persaud Doss, Ramconny Doss.	Kisnaunund Sircar, and the Farmers jointly and separately.
For Patcheet Province.	Gowreychund Nundy,	Locknaut Nundy.

The Board order * Caboolеats to be prepared, and signed by the said Farmers, and transmit the same, together with the Bonds of their Securities, to the Collector of the Province. Com. Rev. 1772. 20th Aug. 476. * Leases.

At the same Consultation Mr. Barwell recommends Ramcaunt Bisswas, as a Person fit to be Duan of the Province. Ramcaunt Bisswas had petitioned Mr. Barwell for the Office; his Petition is entered. Mr. Barwell urges the Appointment, and informs the Board, that the Petitioner is the Man, to whom they are indebted for this advantageous Settlement of the Districts; and that he had undertaken it at Mr. Barwell's particular Request. 479. 481.

The Board agree to appoint Ramcaunt Bisswas Duan of the Provinces; and the Secretary is ordered to furnish the Duan, and *each of the Farmers*, with a separate Letter of Introduction to the Collector of the District. 482.

The above Particulars include but Two of the Farms for which the Governor's Banyan became Security. The Third, called Cootubpore, is included in a District for which Mr. Barwell's Farmer's Name is Bangput Sing, and the Security's Name is Lucky Caunt Dutt. 476.

The 4th of January 1774, the Securities for Cootubpore, Bissenpore, and Patcheet, present a Petition to the Governor and Council. Rev. Cons. fol. 70.

The Security of Cootubpore prays to be released from his Engagements as Security, *because the Districts are distant, and the Revenues in Arrear*: He also desires to be favoured with Orders to the Collector, to obtain Payment of the Balances due from the Talookdars; all which is granted.

No more than one Petition is entered, which is said to be from Kissen Caunt, and respects Cootubpore only: But the Title, as entered on Consultation, mentions Petitioners, in the plural Number, and states the other Districts. The Board include the Whole in their Order, and release the Sureties for Bissenpore and Patcheet, without specifying their Names. Rev. Cons. 4th Jan. 1774. fol. 71.

PRESENT at the Board, Messrs. Hastings, Lawrell, Aldersey, Graham, Dacres, Lambert, Goodwin, Vansittart.

The *Securities* for Bissenpore and Patcheet are allowed to relinquish from the End of the Bengal Year 1180; and the *Security* for Cootubpore from the Beginning of the Orissa Year 1181; viz. from April and November 1774; and the Board resolve, that the Security for Cootubpore *shall be debited for what he has received, and credited for the Amount paid into the Treasury.* fol. 72.

The 29th of March 1774, the Superintendant of the Khalsa reports, that Kissenaut, the late Security for Cootubpore, refuses to compleat the Kists to the Month of November preceding, which was the Time for which he remained Security; alledging, that he had already paid more than the Amount of the Collections: Whereupon the Collector was ordered to transmit a Statement and the Demand. Kishencaunt was suspended. Rev. Cons. 29th March 1774. fol. 963.

The 26th of April 1774, the Collector of Beerboom writes as follows: Rev. Cons. 26th April 1774. fol. 1273.

"It is needless for me at present to make any Comment on the Deception the Farmers endeavoured to put on me, by delivering to me the exaggerated Accounts of Claims, which I transmitted you in my Letter of 29th ult. (and of which I now inclose an Abstract as before mentioned). Having, I flatter myself, furnished you with such Materials as will not only evidently confute them, but will also enable you to decide, with some Degree of Precision, what Sums you may think equitable to be allowed the Farmers, for Deductions for the Years 1179 and 1180; I shall here observe, that the Farmers lay their Claim to the same Annual Amount of Abatement for the ensuing Years of their Lease, so that it will be necessary to put them under proper Restrictions with respect to this Demand, in case the present Farmers are continued.

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continued. You desire my Sentiments regarding the future Demand; which, I must say, I cannot give in Favour of the Farmers, as I really do not think them entitled to such Indulgence; *for I am certain, if they would heartily set to work in the Business of improving their Farms, in which I would render them every Assistance, they would remove the Causes of their Complaints in a very short Time, and their Lands would continue to improve, and yield them more than sufficient Rents to answer their Engagements to Government. But on the other Hand, whilst the head Farmers continue in their present discontented Disposition, trusting entirely to the Conduct and Representations of their inferior Agents, and at the same Time having no other View than to be permitted to relinquish their Farms if they cannot obtain whatever exorbitant Demands they may Annually claim for Deductions*, I leave it to you, Gentlemen, to judge what Dependence can be put upon them, during the Remainder of their Lease. I am very sorry to be obliged to remark to you, that from every Information I have procured, there does not appear to have been any one Plan hitherto adopted by the Farmers Agents, for the Improvement of their Lands, by which they might have raised an Increase and Profit to their Constituents; but on the contrary, *the supposed Increase, which it is pretended they pay to Government (with multiplied Additions of their own) is divided by them, and levied on each Village in its Proportion, without paying any Attention to the real State of its Cultivation.*"

Rev. Cons. 6 May 1774. fol. 1405. — The 6th May 1774, the principal ostensible Farmer of Bissenpore and Patcheet becomes a Non-entity; and Kissnanund Sircar and Cordeross declare, that they are the Persons who have held the Farms of Bissenpore and Patcheet (for which Cantoo Baboo appears Security) in the Names of Gorachund Nundy, &c. They also report themselves unable to manage them without the Security's Assistance, and request Permission to relinquish; which is granted, for the same Reasons which induced the Board to grant a similar Request to the Farmers of Beerboom; and which are stated under Beerboom in this Narrative. (fol. 1409.)

The outstanding Balance for those Two Farms at that Time was Rupees 1,98,683. The said Persons *agree to give Bond to pay what shall be deemed irrecoverable* * *in Three Years; but are to be allowed in their Account what shall be adjudged recoverable in Three Years.*

* fol. 1469.

D°. 4 Oct. 1774. fol. 2633. — The outstanding Balance of the District of Cootubpore is stated at Rupees 41,038. No real Principal appears for Cootubpore; the 24th May *the Name of Nursing Baboo* is given to the Security of Cootubpore, &c. and all the Accounts stated from this Period, are in the Name of Nursing*. (2634.)

* Heretofore called Kissen Kaunt; and in other Places, Cantoo Baboo.

Rev. Cons. 24 May 1774. fol. 1489, and 1491. — The Accounts of Nursing, and of the Zemindars, differ in the Amount said to be due to him from the Districts.

1491. — Nursing deducts from the Gross Amount collected, his Russum as Security, Interest of Money, Batta, and Servants Wages: But the Board are of Opinion, that as he has been indulged in relinquishing his Engagements, he cannot be entitled to Russum, nor to Interest; because his Sudder Payments were not made in Advance of his Moffusul Collections. (fol. 1496.)

Rev. Cons. 7 June 1774. fol. 1659. — The 2d June 1774, Messrs. Vansittart and Lewis informed the Governor and Council, that they have called upon the Zemindars for the immediate Payment of the Balances due to Nursing; and given Orders, that if any of them shall neglect to complete their Payments by the End of July, their Lands shall * be sold; except in one Instance, where the Zemindar is an Infant. (fol. 1497. fol. 659.)

* Compare this with the Orders of the Board, dated 24 May 1774.

fol. 1662. — The 7th June the Board direct the Superintendant of the Khalsa to demand the Balance due from Nursing, but nevertheless to receive any Representations he might have to make for their Consideration.

Rev. Cons. 4 Oct. 1774. fol. 2633. — The 4th October 1774 the Superintendant reports, that the Mahel Zamen * objects to the Accounts, and declines paying the Demand; he also delivers in an Account Current.

* Nursing, alias Nursing Baboo, alias Kissen Kaunt, alias Cantoo Baboo.

2633. — With this Account the Mahel Zamen presents a Petition, and takes the Name of Kisshen Caunt *: But the Account is stated in the Name of *Nursing Baboo* †.

† fol. 2634.

2635. — The Governor and Council advise the Council of Burdwan of Nursing's Objections to the Zemindar's Accounts, and direct them to be adjusted with the Zemindars. They reply, that there is no Agent on the Spot at present on the Part of the Mahel Zamen, but when any one arrives, strict Examination shall be made into his Objections to the Adjustment of his Accounts. (Rev. Cons. 18th Oct. 1774. fol. 2697.)

The above Letter concludes the Proceedings of the late Administration upon

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

upon this Subject, except what relates to re-letting the Farms, which is noticed in its proper Place.

Extract of a Minute from the Majority, dated 25th February 1773.

The Izadars, or Farmers, who occupy the Place of Zemindars, are in general Persons taken from the Dregs of the People. The Banians of Calcutta, or People protected by them, who take Farms at any Rate, depending on the Influence of their Masters to screen them from the just Demands of Government, provided their Farms should not prove an advantageous Bargain. Copy 613.

These People, to make good their Engagements, extort the last Anna from the Ryot; and when they can get no more, and their Master's Influence is in the Wane, they fly, leaving a depopulated and impoverished Country behind. To a System which produces these Effects, the Cause of the Balances in Arrear may be truly imputed.

Large Deductions and Remissions have been made in the Bundaboost of Dinagepore, Burdwan, and Midnapore; and we are apprehensive more may still be necessary in other Districts.

Narrative respecting Beerboom.

It has been noticed, that Beerboom, Bissenpore, and Patcheet, were, in November 1773, rendered Part of the grand Division, under the Provincial Council at Burdwan. The Council did not receive their Instructions till 6th May 1774.

Prior to that Regulation, the Districts of Beerboom, Bissenpore, and Patcheet, formed a distinct Collectorship.

Beerboom was one of those Districts for which Mr. Barwell produced the Terms before mentioned. The Settlement was concluded in August 1772 for 5 Years; viz. from 1179 to 1183, at the same Time with those of Bissenpore and Patcheet. The Duan was recommended by Mr. Barwell, and his Name was Ramcaunt Bisswas.

In Mr. Barwell's List of Farmers Names and Securities for Beerboom, the Farms are divided into Seven Hoodas or Lots. The Jumma of the largest Farm was Rupees 1,27,583, as appears by the following Abstract: Rev. Conf. 20th Aug. 1772. fol. 476.

Names of the Farmers.	Names of their Securities.	Amount of the Jumma for 1178.
		Rupees.
N° 1. Damgram Roy —	Lolla Gourdass — —	1,27,583
2. Anadoyram Sing —	Security to be given at Beerboom — —	1,26,948
3. Ramkissore Bisswass	Roopnarrain Choudry —	97,133
4. Bangbus Sing —	Luckycaunt Dutt —	1,22,161
5. Sedam Holdar —	Bulram Holdar — —	1,16,873
6. Ramkissore Bisswass	Roopnarrain Choudry —	76,043
7. Ramgoy Roy —	Kissenchurn Bysaak —	52,044

N. B. Upon the above Settlements the Farmers agree to pay an Annual Increase for Five Years; amounting in the Whole to Rupees 2,50,000.

The District of Coolubpore is included in the Lot, N° 4, and, together with sundry Districts, to the Amount in the Whole of 2,57,564, proves to have been One of the Farms of Cantoo Baboo, held for the Year 1179, and ending April 1773; but the Name of Cantoo Baboo is never mentioned in Mr. Barwell's Statement, either as a Principal or Security.

The Total Jumma of Beerboom for the Year 1179 was Rupees 7,44,135, and the Jumma of 1180 was 7,64,135; but it appears, by Accounts transmitted by Mr. Higginson, Collector of those Districts, the 29th March 1774, that the Farmers of Beerboom were then in Arrears to the Amount of Rupees 4,52,380, of which Sum about 75,000 Rupees were reported forthcoming. Com. Rev. 20th Aug. 1772. fol. 477. See Rev. Conf. 8th April 1774, and Appendix of that Date, fol. 2746.

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

Rev. Conf. 8th April 1774. fol. 1034. The head Farmers of Beerboom are all represented as Men of Property, and as Inhabitants of Calcutta.

The Collector reports, notwithstanding the Balances appear so considerable, that he has numerous Representations from all Parts of the District, of the fol. 1032. *Exactions and over Collections of the Farmers' Agents*: That he has every Reason to believe they have collected more than the full Jumma from the Ryots, and been guilty of the most violent Acts of Oppression. That the head Farmers represent the Losses they are likely to sustain by the bad Conduct of their Agents and * Kitkinnadars; *but being all Men of Property he imagines the Board will* † *ultimately call upon them for the Payment of their Balances.*

* Under Farmers.

† 1034.

‡ fol. 1049. ‡ Annunderam Sing, Farmer of the Second Lot, complains of his Name being taken as a Farmer without his Knowledge, which distrest him greatly; but that he was told by Ramcaunt Bisswas (the Dewan) that the Person who had used his Name was Farmer of another Hodda or Lot, and could not hold Two in the same Name; that though his Name was used, he had no Concern in the Farm; and that it was a common Practice to take Farms under other Persons Names, for one's own Account. That some Time afterwards the Duan informed him, the Hodda in question was become the Farm of Cantoo Baboo, though it still remained in the Name of Annunderam Sing.

fol. 1052. Upon these Representations, the Board summon the head Farmers, and demand immediate Payment of the Balances due from them. The Farmers plead, in Excuse, the large Sums due to them from their Agents, and the Claims they have to Deductions.

fol. 1054. The Board refer the Adjustment of the Farmers Accounts to Mr. Graham, who is also to rectify the Jumma; and to inform the Farmers, *that if they are desirous of holding their Farms for the Remainder of their Lease, on such rectified Jummas they shall enter into a fresh Obligation for that Purpose*; but at all Events the old Agents must be removed.

Rev. Conf. 26th April 1774. fol. 1282. The 26th April Mr. Graham reports, that he has endeavoured to bring the head Farmers of Beerboom to an Adjustment of their Accounts, but with little Success, owing to their Disposition to evade and procrastinate, and to their being sensible, that if they come to a Liquidation, considerable Sums will be due from them.

fol. 1285. Mr. Graham concludes his Report with observing, that all the Farmers except one will request to relinquish their Farms: That if they are suffered to quit, the Jumma will be diminished; and if they remain in Possession, the Consequence will be, Oppression of the Ryots, Desolation of the Country, and Accumulation of Balances from Year to Year, which in the End will exceed the supposed Diminution of the Jumma.

That on Condition of relinquishing, one of the Farmers agrees to establish his Claims for Balances due from the Ryott; to transfer those Balances to the Company, and to discharge the Remainder at short Periods *.

* This was done. See Mr. Graham's Report, 6 May 1774, fol. and 10 May, fol. and 7 June 1774, fol.

Rev. Conf. 26 April 1774. fol. 1287. The Board approve Mr. Graham's Mode of Adjustment with the Farmer who desires to quit, and with the other who retains his Farm. They wish him to settle with the other Farmers upon the same Plans; but judge it more adviseable to allow a Renter to quit his Farm, than to risk the Consequences of forcing him to retain it.

Reasons for permitting the Farmers of Beerboom to relinquish their Farms.

It appears by Letter of the Governor and Council, the 10th May 1774, that 3 Lots had been declared Khâs; the other Two were not yet adjusted.

Rev. Conf. 17 May 1774. fol. 1467. The 17th May 1774, Mr. Graham represents the Difficulties of coming to Terms with the remaining Farmers. He considers *Nundcomar as in fact* 1469. *the Farmer of the District held in the Name of his Nephew Devy Ram Roy*;—says, he promises to settle his Accounts on the Arrival of his Gomastah, and in the mean Time agrees to pay 10,000 Rupees in Part of such Accounts.

fol. 1473. *The Board declare the Jumma of the* * *Khâs Lands has been almost entirely lost for want of Cultivation*; and think they should be restored, on reasonable Conditions, to the dismissed Land Servants.

* Relinquished by Farmers, and taken into the Hands of Government.

Rev. Conf. 21 June 1774. fol. 1473. The 12th June 1774, the gross Balance outstanding from Beerboom, for the Years 1179 and 80, or for the Two first Years of the Lease, is stated at Rupees 3,88,661; Part of which was called a *Suspense* † *Account*, to the Amount of Rupees 1,22,371; which reduced the net receivable Balance to Sicca Rupees 2,66,289.

† This is the Term used.

The

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

The 14th July 1774, the Council at Burdwan acquaint the Governor and Council, that they have a very poor Prospect of letting the Khâs Lands on proper Terms; but the 28th of July they advise, that — Rev. Conf. 19 July 1774. fol. 1929.

Part of Cantoo Baboo's Farms let. {
Bissenpore is let for 3 Years, from 28 July 1774, for Sicca Rupees 4,08,001. — Rev. Conf. 2 Aug. 1774. fol. 2148. 2149.
Patcheet, for 3 Years; viz.

1181	51,200
1182	54,500
1183	59,300
	165,000

If the aggregate Amount to be received from these Two Farms in Three Years, be compared with the original Agreement, the Difference is Rupees 2,99,529.

The 23 August 1774, Mr. Graham reports a reduced Jumma for the Farm, N° 1, for which he had before considered Nundcomar as the Principal, though held in the Name of Damgram, or Devyram Roy. — Rev. Conf. 23 Aug. 1774. fol. 2319.

This Jumma is settled at 95,000 Rupees per Annum for Three Years.

The Board approves the Jumma. If the Amount to be received in Three Years be compared with what would have been received if the original Terms had been strictly fulfilled, the Difference is Sicca Rupees 1,40,249. — fol. 2324.

The Deductions allowed this Farmer, in settling his Accounts for the Two preceding Years, amount to Rupees 48,769. — fol. 2320.

The 18th August 1774, the Council at Burdwan judged Annunderain Sing, the Farmer of Lot N° 2, in no Degree responsible * for the Revenue; and that the Duan, Ramcaunt Biswas, † had sufficiently suffered by long Imprisonment.

* fol. 2330.

† He became the Farmer, Security, or both, for this Farm, held in the Name of Annunderain Sing. 2332.

Seldam Holdar, the Farmer of Lot 5, being called upon for his Balance, reports his Losses. Deductions are made, and his Accounts adjusted. The Balance is stated as reduced to Rupees 34,589; but if this Sum be added to his Payments, and the whole Amount deducted from his original Agreement, the Difference is Sicca Rupees 53,852.

The Council of Burdwan also agree to relet * him his Farm for 87,000 Sicca Rupees per Annum; the Amount whereof, in Three Years, is less than would have been received on the original Agreement by Rupees 1,21,000. — fol. 2336.

* N. B. This Agreement did not take place.—The Farm remains Khâs.

The Board of Calcutta approve the above Proceedings. — fol. 2349.

Roopnarrain Choudry, Security for the 6th Lot, is said to have incurred a Balance of Rupees 43,217; but by adjusting his Account, in the Manner of Sedam Holdar's, a Balance appears in his Favour of Rupees 36,846. The Board at Calcutta also approve the Proceedings respecting Roopnarrain Chowdry. — fol. 2341—2342.

The Council of Burdwan received Offers from upwards 77 petty Renters, for Lots 2, 4, 6. — See Appendix to Rev. Conf. 6 Sept. N° 1. compared with Mr. Barwell's Statement.

The Amount collected the preceding Year upon those Three Lots, exclusive of the Balance of the former Year, was Rupees 3,63,771; but the Offers for 1181 amounted to no more than Rupees 3,08,375, and therefore were rejected.

Several inconsiderable Mhatoots were collected by the Farmers, or their Agents in Beerboom, in the Year 1180, amounting to Rupees 38,782. — Rev. Conf. 20 Sept. 1774. fol. 2537.

The Accounts of several of the above Farmers and their Securities have been adjusted by ascertaining, as nearly as could be done, the Amount which had been collected by their Agents in the Mussusil, and allowing them 10 per Cent. upon that Amount for their Expences.

Respecting the above Transactions, the late President and Council write as follows:

Extract of Letter from the late President and Council to the Court of Directors, dated 18th October 1774.

(Signed) Warren Hastings,
W. Aldersey,
P. M. Dacres,
James Lawrell,
J. Graham,
Cha' Dentley.

Par. 43. The Farmer of Beerbhoom and Patcheat having greatly failed in fulfilling their Engagements, preferred Claims for extravagant Deductions,

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

tions, under a Variety of Heads, it appeared to us, that it would be more for the Intereſt of Government, and Welfare of the Country in general, to cancel their Leaſes, than to continue to collect the Revenue, through their Channel, under all the Diſadvantages of their Miſmanagement on the one Hand, and their endleſs Claims for Deductions on the other. It became neceſſary, however, to obtain a Knowledge of the actual Collections they had made from the Ryots, for the Purpoſe of adjuſting their Accounts, and to attend to the Encouragement of the Cultivation and Receipts of the new Year's Rents, to prevent the Country and the future Revenue from ſuffering by their negligent or oppreſſive Management, and the Anticipation of the Collections.

With theſe Views, as it was neceſſary alſo that theſe Services ſhould be executed by a Perſon that might be qualified afterwards to convey the requiſite Information, both to us and the Provincial Council of Burdwan, we deputed Mr. Higginſon to Beerbhoom, in the Beginning of March, with Orders to effect theſe Objects, and repair to his Station at Burdwan, when he ſhould be ſummoned by that Council.

In conſequence of the Lights acquired from Mr. Higginſon's Correſpondence, the Accounts of Two of the Farmers of Beerboom and Farmers of Patcheat were, with much Labour and Pains, adjuſted in Calcutta, as were thoſe of the remaining Farmers of Beerbhoom by the Council of Burdwan; but as to enter into a Detail of the whole Progreſs and Circumſtances of theſe Adjuſtments, would ſwell this Letter beyond all Bounds, we muſt beg Leave to direct your Attention to the ſeveral Proceedings noted in the Margin; only obſerving here, that in ſettling thoſe Accounts, every Regard was paid to the Rights of Government that Circumſtances would admit.

The Council of this Diviſion having now aſſembled at their Station at Burdwan, as the Reſult of the above Adjuſtments, Two of the Farmers of Beerbhoom reſumed the Management of their Lands, for the remaining Three Years of the original Bundabuſt, upon a new Settlement and Leaſe; the Conditions of which were rendered ſo expreſs and perſpicuous, as to preclude all Poſſibility of future Pleas for obtaining Deductions. The remaining Hoodas (or Diviſions) of the Diſtricts of Beerbhoom continue for the preſent Year unfarmed, under the immediate Management of the Naib at Beerbhoom, and the Superintendance of the Council at Burdwan; as it appeared more for the Intereſt of Government to keep them upon this Footing, than to re-farm them for the low Offers that were tendered in conſequence of the Advertiſement, although every Means was uſed to encourage Bidders, by expoſing the Farms either in large or ſmall Lots.

A new Settlement alſo took place of the Diſtricts of Biſſenpore and Patcheat, on Terms which we think eligible and advantageous for Government: And in granting the Leaſes for theſe, the ſame Regard has been paid to the Conditions, ſo as to preclude all pretended and ill-founded Claims for Deductions.

SUMMARY reſpecting Cantoo Baboo's Farms.

		Jumma.	
1178	—	5,57,299	A
1179	—	5,13,273	B
Difference		44,026	

A In 1772, Mr. Haſtings' Friend, Cantoo Baboo, in Poſſeſſion of Farms to the Annual Amount of Rupees 5,57,299.

B In 1772-3, the Rent is only Rupees 5,13,273. but it was to increaſe in the ſucceeding Years.

Collected in 1178	5,51,810	
	2	C
	11,03,620	
1179—4,81,075		
1180—5,05,662	9,86,737	
	* 1,16,883	

C The Amount collected in 1772 is Rupees 5,51,810.

The aggregate of the actual Collections of the Two next Years, compared with the Sum collected in 1778, falls ſhort Rupees * 1,16,883.

* Rev. Conſ. 17 March 1775. fol. 1093.

A.	Cootubpoore	—	2,57,564
B.	Biſſenpore	—	4,52,850
C.	Patcheet	—	1,09,945
			8,20,359

During the Abſence of Mr. Haſtings from the Preſidency in 1772, Cantoo Baboo became Security for other Farms to the Amount of Rupees * 8,20,359.

In January 1774 he is permitted to withdraw his Security.

Original Amount for 3 Years:

D.	Biſſenpore	—	4,52,850
E.	Patcheet	—	1,09,994
	Annual Rent		5,62,844
	Three Years Rent		16,88,532

Two of Cantoo's Farms have been relet, and the aggregate Loſs for the Remainder of the Leaſe, compared with the original Agreement, is Rupees 2,99,529.

One

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

Rev. Conf. 2 Aug. 1774. fol. 2148, 2149.
Biffenpore is now let for Sicca Rupees — 4 08,000
Three Years Rent, is Sicca Rupees — 12,24,003
Patcheet for Three Years, as under:

1181	Sicca Rupees —	51,200
1182	— —	54,500
1183	—	59.300
		13,89,003
		2,99,529
	Difference	16,88,532

One Farm remains Khâs, to the Amount of Rupees 2,57,564; and the Board report the Jumma of the Khâs Lands almoft entirely * loft for want of Cultivation.

* Rev. Conf. 17 May 1774. fol. 1473.

Cantoo Baboo's Accounts are not finally adjufted †; therefore the Abatements made to him in the Rents of Farms relinquifhed, cannot be exactly afcertained.

† Since writing this Paragraph, a particular Account of Jumma, Remiffions, and Balances, have been received, and the Sums remitted are ftated at Rupees 2,24,294.

EXTRACT of Fort William Revenue Confultations, dated 12th July 1774.

fol. 1909.

PRESENT,
Warren Haftings,
William Alderfey,
P. M. Dacres,
James Lawrell,
John Graham,
Nicholas Grueber.

As it appears from this Statement, from the Office of the Canongoes, that the Right of private Property, in the Zemindary Baharband, has long become extinct; and that Locknaut Nundee, the Perfon who now folicits the Grant of it, is a Man of Subftance and Credit;

Refolved, That Sunneds be made out, invefting him with the Zemindary accordingly; and

Agreed, That the Provincial Council of Dinagepore be advifed thereof in the following Letter:

To William Lambert, Efquire, Chief, &c. Provincial Council of Revenue at Dinagepore.

Gentlemen,

Having thought proper to inveft Locknaut Nundee with the Zemindary of Baharbund, we direct that you do put him in Poffeffion thereof whenever his Agent fhall appear for that Purpofe.

We are, &c.

Fort William,
the 12th July 1774.

APPENDIX, N° 36.

EXTRACT of the General Letter from Bengal, dated the 20th November 1775.

Par. 26. WE have promifed to the Board of Trade, for the Inveftment of the enfuing Seafon, 75 Lacks of Rupees; which, added to the Amount of their Import Sales, which we compute at between 6 and 7 Lacks, and the Balance of Goods of this Year's Provifion, will be fufficient to pay all their Factory Charges, and enable them to prepare an Inveftment as large as we have any Reafon to expect Tonnage for.

27. The Board of Trade have propofed to us fundry Regulations to be eftablifhed at their Commercial Factories, which we have adopted with very little Variation; they relate chiefly to the Conduct of their Agents towards the Weavers, and the Subjection of both to the Country Courts. We fhall mention one Article, becaufe it appears of greater Confequence than the reft—That Weavers

vers in the Employment of the Company, who receive Advances from Individuals, and are unable to fulfil their Engagements with them, should only return the principal Sum advanced, and not be compellable either to deliver Cloths or pay any Interest upon it.

28. The Discouragement from making any Advances to the Company's Weavers, contained in this Article, appearing in a Manner connected with, and consonant to your Orders, for prohibiting private Merchants from trading in any of the Articles composing your Investment, until it should be compleated, we thought it proper to include the Article in the same Publication, as we conceived the Investment never to be at a Stand, because Advances are made and Goods received all the Year round. We thought it right, before we issued the Publication, to consult the Board of Trade upon the Propriety of inserting the above Provision; which in this Case seemed to hold out an Advantage to Individuals which they could never enjoy. However, as that Board were of Opinion that the Provision should not be omitted, we caused it to be inserted according to your Directions.

APPENDIX, N° 37.

EXTRACT of the Company's General Letter to Bengal, dated 17th March 1769.

Par. 30. NOtwithstanding there is no Branch of our Trade which we more ardently wish to extend than that of Raw Silk, we cannot think of effecting it by any Measures that may be oppressive to the Natives, or an Infringement of that Freedom, Security, and Felicity, we would *wish them to enjoy under our Government and Protection.* We would not therefore have any *compulsory Methods taken to increase the Number of Silk Winders*; but we think this might be *effected in such a Way as would make their Advantage coincide with ours*; we mean, by increasing their Wages, so as to make their Monthly Allowance greater than that of a Day Labourer or common Workman in any other Business, which we find it is at present far short of; and in particular we would have you endeavour to induce the Manufacturers of Wrought Silk "to quit that Branch, "and take to the Winding of Raw Silk."

31. We would have you give such Encouragement to the Cultivation of the Mulberry Plant, as to make it more general through the Bengal Province. One obvious Means occurs for this Purpose; which is, to allow such a Deduction in the Rents of the Lands as are planted with this Shrub, as a *Bounty* for raising, as will make it a more profitable Culture than that of any other Article. Many other Expedients may be found, to promote and extend this Branch of the Investment, which must be left to your further Enquiries and Experience, and which may certainly be effected, since the Produce of Raw Silk seems at present confined to particular Spots, though it is evident that almost any Soil or Air will agree, both with the Cultivation of the Mulberry Plant and Breeding of Worms, which we strongly enjoin you to attend to.

32. In the Purchase of the Silk from the first Hands, we recommend you to "give an increased "Price, if necessary, so as to take that Trade out of the Hands of other Merchants and rival "Nations."

33. It appears by your Consultations, 17th April 1758, an Agreement was made with all the Merchants of Cossimbuzar, to prevent the Surdars (or Heads of the Silk Winders) from winding off Silk in their own Houses, which was attended with many Frauds and Abuses; this Regulation seems to have been productive of very good Effects, particularly in bringing over the Winders, who were formerly so employed, to work in the Factories. Should this Practice, through Inattention, have been suffered to take place again, it will be proper to put a Stop to it, which may now be more effectually done, by an absolute Prohibition, under severe Penalties, by the Authority of the Government.

34. Many Complaints have from Time to Time been made, of the Inequality and frequent Breaks in the Threads of the Bengal Silks. To prevent these Defects, as well as to shorten the Labour and lessen the Expence of so many successive Operations, as the Silk passes through to the State in which we receive it, the most eligible Improvement would be to have it wound off at once from the Cocoons into Skains, of such Quality and Dimensions as may fit it for the European Markets, after the Manner of China and Italian Raw Silk. This has been often recommended, and attempted, but the Success hitherto, has not been such as to give much Room to hope for any Quantity manufactured in that Way. We can easily conceive the Difficulties which must attend an Attempt to change the general and established Practice of the Country, which leads us to hope for greater Advantages by improving upon the Methods already in Use.

35. We are informed that an Order was obtained in the Year 1758, from the Nabob, to oblige all the Cuttanees (or those who wind the Silk from the Cocoons) to work only with Reels; to confine the Reels to the same Dimensions as those in general Use in the Neighbourhood of Cossimbuzar; to wind

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wind off a Quantity of Silk in each Skain, sufficient to prevent the Threads from separating or being entangled in the Carriage from Place to Place, and to tie the Knot in the Middle instead of the End, which is the Practice with the Luckypoor and other fine Putney. This Regulation, we understand, did not effectually take place, by Reason of the Want of proper Authority to enforce it, and other Causes, which we suppose would not have the same Influence at this Time. We conceive that such an Injunction would contribute exceedingly to prevent the Defects arising from the first Winding off the Silk; and recommend it to the Attention and Judgment of the Chief and Council of Cossimbuzar.

36. Being satisfied that Mr. John Chamier, whom we formerly recommended to be employed in superintending this Branch, is very well qualified to render us good Services therein, we have, in order to encourage him to give his sole Attention to this Business, thought proper to settle upon him the same Appointments as the late Mr. Wilder enjoyed, which are to be paid in Bengal, and were as follows: £. 400 per Annum for Salary; £. 10 per Month for Subsistence, and in lieu of Diet Money; to have a suitable Apartment provided for him wherever he shall be resident:—And you are likewise to discharge such Expences as he may incur by his proceeding from Place to Place, on the Company's Business.

37. Mr. Joseph Pouchon having given us Proofs of his Knowledge in the Management of the Raw Silk Investment, you are likewise to continue to employ him in superintending this Branch, under Mr. Chamier, and for his Services therein you are to allot him such Salary and Allowances as you may judge adequate to his Merits.

38. These Gentlemen are to proceed to the Factories and Aurungs where Raw Silk is produced, and continue there so long as may be necessary for instructing the Winders and others employed in this Business, as was done by the late Mr. Wilder. You are to give them every Assistance they may want, for prosecuting their Measures for the Improvement of the Filature of the Silk, and Encrease of the Worms, &c. so far as they appear eligible to you; forwarding to us your Correspondence on this Subject.

APPENDIX, N° 38 and 39.

Mr. HINCHMAN's Evidence on Bengal Trade.

THOMAS Hinchman, Esquire, being then examined, was asked, How long he resided in Bengal? to which he said, Between 15 and 16 Years.—Being asked, In what Concern he was mostly employed? he said, He was first Assistant in the Secretary's Office at Calcutta; after that, Assistant at the Factory of Cossimbuzar, and for the last Ten Years was Resident at the Company's Factory at Mauldha.—Being asked, Whether he knows any thing of the Method of providing the Company's Investment before the Acquisition of the Territorial Revenues? he said, Certainly: He arrived in India the Year the Dewannee was granted to the Company, and as he has been in the Commercial Line, he often made Enquiries into the different Modes of providing the Investment before the Company's Acquisition of the Territories.—Being asked, To what Object of the Investment those Enquiries extended? he said, To every Object of the Investment.

Being then asked, What are his Observations on the Trade of that Country, as to Increase or Decline, since he first knew it? he said, Certainly that the Trade of the Country has greatly declined; there is not so considerable an Export from Calcutta as there was Fifteen Years ago, nor is the Trade so considerable in the interior Provinces, by way of Benares, as it was formerly.—Being asked, Whether the Quantities of Manufactures made in the Country have not declined, as well as the Trade? he said, He imagines it has declined in Proportion to the Decline of Trade.

Being then asked, What is his Opinion of the Causes of this Decline? he said, He looks upon the Increase of the Company's Investments to be one Cause, because the Merchants who came to purchase Goods, finding that they were disappointed, were obliged to seek for the Goods that they were in want of from other Places; for Instance, it is well known that the Trade between the Malabar Coast and Bengal has considerably fallen off, and that the Merchants on that Side of India have carried their Cotton, which is their most principal Article, to China, and brought Returns of Raw Silk, which was the grand Staple of Bengal, and which they used to be supplied with from Bengal as well by Land as by Sea.

Being then asked, Whether the Company's employing the Manufacturers for their Investment, in such a Manner as to leave them no Time for the Supply of others, does not indicate that the Trade is not lessened, but is only transferred to other Hands? he said, He thinks that the Company's

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pany's employing the Manufactures has tended to the Disappointment of private Merchants in their usual Purchases, and that being disappointed, they have not returned to the same Market, which has been a greater Prejudice to the Country than that Increase which has taken place in the Company's Investments has been beneficial to it; that besides some Goods which the Merchants from the other Side of India brought into Bengal, they likewise brought Specie, which was a continual Addition to the Wealth of the Provinces; whereas the Company only purchase their Investments with the Revenues they collect.

Being asked, Whether the Countries of Oude and of the Rohillas are in a flourishing Situation? he said, He never was in any Part of those Countries, but he has heard from common Report that they are in a declining State, and not so flourishing as in the Time of Sujah Dowlah.—Being asked, Whether there was not a Trade carried on from the Lower Provinces of Bengal to those Upper Provinces? he said, Always a very considerable one.—Being then asked, Whether that Trade is as considerable as it was formerly? he said, He believes not; the State of that Trade has been often affected by the Orders that have been issued by the Government of Calcutta.—Being asked, Of what Nature were those Orders? he said, Laying Restrictions, and he believes Prohibitions, upon some Part of that Trade, and which has been prejudicial; but that those Restrictions have, during Mr. Hastings's Government, been removed.—Being asked, Whether the Trade has revived in consequence? he said, In some Degree.—Being asked, To what he attributes its not reviving intirely? he said, He should suppose principally to the Troubles which have been in the upper Parts of the Country.—Being asked, Whether there was not formerly a considerable Trade from Bengal to the Coast of Coromandel and China, as well as to the Molucca and Sunda Islands? he said, To the Coast of Coromandel there was always a considerable Trade in Grain, and the Returns were made in Salt; some of the Manufactures of Bengal, as well as the Raw Silk, used to be carried to the Coast of Coromandel, but not to his Knowledge, in so much that can be said to amount to a very considerable Trade. The Trade from Bengal to the Eastward consists principally in Ophium, which has continued with little Variation much the same for many Years.

Being asked, Whether he thinks, that for the successful Provision of the Company's *Investment it is necessary to allow Commercial Agents an Authority superior to that of other Merchants? He said, Yes;* and that they could not carry on the Business of the Company properly without such Authority. — Being then asked, What Difficulty prevents the Company (who must always have a greater Weight of Money to carry to Market than private Merchants) from providing their Goods with equal, if not superior Success? he said, The Magnitude of the Company's Purchases makes it impossible, in his Opinion, for their Agents to conduct their Business with Advantage, if they are obliged, upon every little Difference with a Manufacturer, to apply to a Court of Justice to have such Difference brought to a Hearing; there must be a Power lodged with the Chief or Resident to call the Manufacturers to Account, or the Business could never be got through.—Being asked, Whe*ther such a Power in Commercial Agents does not create a divided Authority, which may throw Confusion into the Affairs of the Revenues and Administration?* he said, It may; but he does not see how it can be remedied while the same System of providing the Investment continues.—Being then asked, Whether a Mode might not, in his Opinion, be pursued of providing the Company's Goods by Contract or by ready Money Purchases, which might render such an Authority as he describes unnecessary? he said, No Doubt there might; he believes Merchants in Calcutta would be ready to contract with the Company for the Whole of their Investments.—Being asked, What then has prevented so beneficial a Plan from being introduced? he said, It is not in his Power to say. —Being asked, Whether the Manufactures at Mauldha did not improve during his Residency there? he said, He thinks the Quality was preserved, during the Time he was resident there, much the same as he found it.—Being asked, Whether the Quality of Goods in general has not declined in Bengal of late Years? he said, He has understood so.—Being asked, Whether the Weavers in general are not a Class of People well inclined to Industry, if treated with Mildness and Justice? he said, The People in general throughout Bengal are of a timid Disposition, and not only the Weavers, but most Ranks of People are industriously inclined if they find Encouragement. — Being asked, Whether he has known Instances of Weavers deserting the manufacturing Towns where they resided, and take Refuge in Districts where they might expect better Treatment? he said, Yes, he has known a few Instances of the Kind, but not so much as to be prejudicial to the Manufactures of the Place in general.—Being asked, Whether he does not conceive that it is a general Principle, applicable to the State of Bengal as to every other Country, that Openness of Trade, and Freedom of Competition amongst Merchants and Manufacturers, must tend to the Prosperity of Trade and general Benefit of the Country? he said, He is certainly of that Opinion; every Resolution or Monopoly that he has been Witness to during the Time he resided in Bengal, has proved pernicious to the Country and its Commerce.—Being asked, Whether he thinks the Trade carried on by the French and Dutch in Bengal, beneficial to that Country? he said, It certainly is, and the more so the more extensive it can be rendered.—Being asked, Whether he thinks that the East India Company can, by itself, carry on the whole Trade of Bengal without Prejudice to the Prosperity of the Country and its own Revenues? he said, He thinks they cannot: The Purchases of Foreign Companies and of private Adventurers, both for the Markets of India and of Europe, are much beyond the Means of the Company to engross to themselves.

RAW SILK.—Being asked, whether he is acquainted with the Manner of providing the Investment of Raw Silk? he said, Yes; it was Part of the Business of his Office.—Being asked, What is the

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the Manner of proceeding in procuring that Article for the Company? he said, Sometimes by Contract, and sometimes by Agents, at the Company's Risque.—Being asked, Whether the Country People are obliged to sell to the Company's Contractors or Agents? he said, No, the Raw Silk Trade is an open Trade; any Person that pleases may come and buy it.—Being asked, Whether it is so in Fact? he said, There is a great Deal of private Trade carried on in the Raw Silk.—Being asked, Whether People do come to Market exactly upon the same Terms with the Company? he said, They do not, because the Company are always very largely in Advance to the Ryots and Manufacturers.—Being asked, Whether these Ryots and Manufacturers are permitted to sell while the Company is thus in Advance to them, and to pay them from the Produce of such Sales? he said, No; the Company never receive Money back from the Persons they have made Advances to, they receive only Goods; and if the Person receiving the Advances is not able at one Time to deliver the Value of what he has received in Advance, then that stands over to the next Season; and there is an Obligation on such Ryot or Manufacturer to deliver Goods to the Value of the Company's Money in Hand, before he sells to any other Person.——Being asked, Who settles that Value? he said, It is settled by the general Price of Silk in Market, in the same Manner as with regard to Ophium: Undoubtedly the Company's Resident, being the greatest Purchaser, must have an Influence in determining the Price, and there is often great Difficulty in settling it.—Being asked, Whether the Raw Silk has always been open to a free Market? he said, From the Year 1765 to the Year 1769, he has heard Complaints of the Silk Trade being restrained; and a particular Enquiry was made, during the Government of Mr. Verelst, into this Subject; and from that Period there have been, at several different Times, Orders issued to take off such Restrictions.—Being asked, Whether the Mode of purchasing Silk is chiefly by Contract with the Native and European Merchants, or by Agency on the Part of the Company? he said, By both; but he should suppose it rather more by Contract than by Advances.—Being asked, How the Agent is paid for the Agency? he said, By Monthly Salary.—Being asked, How much that Salary amounts to? he said, The Salaries vary according to the Sum of Business that is entrusted to them.—Being asked, If there is any Deduction in giving the Advances to Contractors, or to Cultivators, or in receiving the Silk from them in Payment? he said, None, that he knows of, by the European Agents; but the Native Banyans and Gomastahs have an Advantage of that Kind.—Being asked, What it may amount to? he said, Never more than One Anna, or $\frac{1}{16}$ of a Rupee, and frequently less, as they can agree.—Being asked, Whether they receive it upon the Advances, or upon the delivering of the Silk? he said, Whatever they receive, they deduct from the Advance.—Being asked, Whether there is any thing taken at the Delivery? he said, Only a small Overplus in Weight.—Being asked, If he knows what Salaries the principal European Dealers in that Commodity, for the Company, have? he said, The Chief of Cossimbuzar, who is the Principal, and a Member of the Board of Trade, has about 1,200 Rupees a Month; and the Gentlemen employed at the smaller Factories have 500 Rupees a Month.—Being asked, Whether the Gentlemen who are concerned in that Article of Trade for the Company, trade therein on their own Account? he said, Yes, they do.—Being asked, If they proceed with regard to the Advances made by themselves, in the same Manner that is used in the Advances made by the Company? he said, Yes.

APPENDIX, N° 40.

EXTRACT of the Company's General Letter to Bengal, dated 23d March 1770.

Par. 25. MR. Wiss, one of the Persons whom, according to our Letter of the 31st January last, we have engaged for the Improvement of your Raw Silk Investment, and is himself a very capable Manufacturer, is to be stationed at Commercolly, or the principal Silk Aurung, as shall appear most conducive to our Interest; and the Four Italians, who are absolutely engaged to serve under Mr. Wiss, must accompany him for that Purpose.

26. Mr. Robinson, also entertained in the same Branch, is to reside at Rungpoor, or wherever else you shall deem his Services therein may be best exerted; but as he has not himself been able to procure any Reelers, and if he shall be disappointed of One or Two Hands expected soon from Italy, Care must be taken to provide him with some of the best Workmen that can be picked up in the Country, to be instructed by him until we can send to his Assistance, by the first Ship of next Season, some Italians whom we have given Directions to be engaged to serve in the Filature, to be by him established; and in the mean Time you are to direct, that when Mr. Wiss shall have qualified some of the Natives as Reelers, according to his Method, that he do supply a sufficient Number of them to be sent to and employed under Mr. Robinson: In a Word, we expect and require that your furnish him with the best Assistance the Country is capable of affording, and

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and that Messrs. Wiss and Aubert can spare for his proceeding in this Business, until he receives the Italians proposed to be sent as abovementioned.

27. Mr. William Aubert, with whom you have been also acquainted, proceeds, for the like Purpose, and on the same Footing, as Messrs. Wiss and Robinson, is to be stationed at another principal Silk Aurung, with the Three Foreign Assistants he brings with him, and who shall not, as mentioned in the preceding Paragraph, be appointed to serve under Mr. Robinson; to whom also it is especially directed, that he do spare some of the Natives as soon as they shall be qualified in the proper Manner of Reeling, in the same Manner as Mr. Wiss is before directed to do, that Mr. Robinson may be the better enabled to conduct his Filature, until he obtains the Italian Assistants proposed to be sent for him next Season.

28. No Time is to be lost in sending the above Three Persons severally after their Arrival, without one waiting for another, to the Places of their Destination, in order that they may make the necessary Dispositions, and prepare the proper Buildings and Apparatus, for entering upon their respective Filatures, as early in the Season as possible.

29. They are each to reside at different Places, in order to encourage a Spirit of Emulation: And as it is extremely material to this valuable Article of our Trade, that the Method of spinning or drawing the Silk, as practised at Novi, and proposed to be established by these Artists, should be entirely adopted throughout the whole Country, they must, as soon as the Natives are sufficiently instructed to work under a proper Overseer at any Aurung, proceed to different and distant ones, to conduct other Filatures, until that Method shall be compleatly and universally established.

30. Messrs. Wiss, Robinson, and Aubert, are so sufficiently Masters of the Business they have undertaken, for the Improvement and Extension of the Silk Manufacture, that we do not see it necessary at present to give any further Instructions on the Subject, than to recommend that they be in general directed to wind the Silk in the same Manner as is done in Novi, as clean as possible, and the Threads to be drawn off, not less than Eight or more than Eighteen Cocoons, marking on the Outside of each Bale, and on a Ticket to be enclosed therein, the Number of Cocoons, and the Name of the Superintendant under whose Direction it is wound; and we especially insist on a punctual Observation of this Rule.

31. At the Instance of Mr. Robinson we have agreed to pay here £. 40 Yearly for his Father's Use; you are therefore to deduct that Sum annually out of the Stipend to be allowed him for his Services, as mentioned in our Letter, dated the 31st January last.

32. Anthony Broche, Anthony Barguier, and John Peter Aigoin, who proceed on the Morse, are engaged as Reelers of Silk, from Nismes, in Languedoc, to serve under Mr. William Aubert, at the Salary of Forty Pounds Sterling a Year each, to commence from the 1st February last, and are to be paid the Amount of their Travelling Charges from Nismes to Bengal, (which has been done here) and back to Nismes, at the End of Five Years from their Arrival in Bengal, if they should not choose to remain any longer in India; they are also to be paid House Rent, and Charges of travelling from Place to Place in India, and £. 15 a Year is to be deducted from the Allowance of Anthony Broche and Anthony Barguier; to be paid here for the Use of their Families. Copy of the Contract they have entered into, is enclosed in the said Ship's Packet; and you must not omit by every Opportunity to acquaint us, whether these People, and those who accompanied Mr. Wiss, are living, and remain in our Service.

33. We have also entertained James Demarin, an ingenious and skilful Mechanic, at the Salary of £. 50 a Year, to commence from the 1st Instant; in every other respect he is to be upon the Footing of the Three before-mentioned Workmen, and to be employed under Mr. Aubert, subject to your Orders, in constructing Engines to be used in the Filatures.

34. We have purchased of Mr. Aubert Two Models of Machines to be used in the winding of Silk, which are invoiced by the Morse; he is to have the Benefit of their Use, until he shall have given Specimens of his Abilities as an Artist in the Manufacture of the Silk, to be sent here, which shall be wound under his Direction; and afterwards those Models are to be communicated to Messrs. Wiss and Robinson, that they may provide themselves with the like, if they shall be found advantageous; and they are constantly to remain in your Custody, at the Presidency, where the said James Demarin is to be employed in making the necessary Apparatus for the Silk Works, which, when compleated, he is then to serve wherever you shall think proper.

39. We have taken into Consideration the Case of Mr. Barwell, late Resident at Bauleah; and although we concur with you in Opinion, that Mr. Barwell has been evasive in his Answers to the Queries of the Board of Cossimbuzar, which it was his Duty to have answered plainly and fully; and we disapprove his making new Regulations for conducting the Investment, without consulting the Chief and Council, or immediately acquainting them thereof; yet, as we do not find that Mr. Barwell has in any Respect acted unfaithfully towards us, we are of Opinion he should not have been removed from his Residency at Bauleah, especially as we wish Seniority in our Service may, in all Cases, find every reasonable Encouragement, unless Disability or Dishonesty in our senior Servants should justly preclude their Claims, and render it absolutely necessary they should be superseded.

40. It appears by the Correspondence of Mr. Barwell, that it has been the Custom in Time past, for the Company's Pykars, who collect Putney for the Factory at Bauleah, to bring thither Quantities of Ferrit and Three-lettered Putney; which not being of the Assortment fit for

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for our Investments, have been always sent to the Members of the Council at Cossimbuzar as private Trade, though purchased by the Company's Cash advanced to the Pykars for the Purpose of providing our Investment. We utterly disapprove this Mode of Proceeding; because, when the Pykars have fallen short of delivering the Quantity of Putney, which the large Advances made to them gave Reason to expect, they have complained, that the rejected Putney, as well as fine Silk, having been purchased with the Company's Money, and for which they had no other Fund, and perhaps were not paid for such rejected Putney until a considerable Time after the Delivery thereof at Cossimbuzar, therefore further Advances were absolutely necessary, otherwise our Investment must suffer Hindrance and Diminution.

41. The outstanding Balances to Pykars exceed so greatly our Expectations, that we cannot but believe due Care has not been taken at the Close of each Bund, for the Amount of all the Silk purchased with our Money to be brought to Account, for although an Increase of Investment necessarily occasions a larger Advance than formerly to be made to the Pykars, yet it by no means follows, that at the Close of the Bund they should be more indebted to us than was usually the Case when the Investment was less extensive: On the contrary, the more Silk they contract for, the greater must be their Profits; and their Ability to discharge the whole Money advanced to them at the Commencement of the Bund, cannot be less by an increased Trade. In order therefore to prevent as far as may be this Evil in Time to come, we direct, that all the Ferrit Silk and Three-lettered Putney delivered, in consequence of the Advance made by the Company to the Pykars, be put under the Inspection of One or more of the Three Persons we have sent out this Year to superintend the Manufacturing of Raw Silk; and we doubt not but they will be able to wind it off in such a Manner as to make it answer the European Market, and if that should be the Case, due Care must be taken that it be packed up separately, and invoiced under the Head of *Ferrit Silk and Three-lettered Putney*, agreeable to the 47th Par. of our Letter of the 11th November 1768. And we further direct, that those of the Pykars who discover proper Skill and Care in procuring our Investment, and pay the greatest Attention to the Reduction of their outstanding Balances at the Close of each Bund, have ever the Preference in your Advances for the next Season; and that you use your utmost Endeavours speedily to recover all outstanding Balances from such of the Pykars who are in Arrears to us.

42. And we further direct, that at every subordinate Factory, District, or other Place whatever, where Putney may be provided for our Investment, Accounts be duly kept of the several Species of Silk produced at such subordinate Factory or District; distinguishing particularly, what Quantity may be fit for our Investment as fine Silk, and also of Ferrit which may be found proper to send hither, and of such Refuse Silk as must of Necessity be rejected; ascertaining thereby, as near as may be, the whole Produce of the Country; and that such Account be regularly entered on your Consultations, at the Close of every Bund, for our Information. It is also our Pleasure, that you take the greatest Care to prevent those who may have the Inspection of the Putney from rejecting any under the Name of Refuse Putney, which shall not be absolutely unfit to be sent to Europe under the Denomination of Ferrit Silk. And if you should at any Time discover that any Fraud or Collusion whatever be practised by those who may have the Care of this Business, whereby Ferrit Silk may be deemed unfit for the European Market when it actually is not so, we direct, that you forthwith dismiss from our Service every Person, of whatever Rank or Station, who may be found unfaithful in a Matter which we deem of great Consequence, and do therefore so particularly charge you effectually to carry into Execution.

43. As our Servants at Cossimbuzar and Bauleah, have declared, " That Obstruction to private Trade in Silk, must in the End prove detrimental to the Company's Revenue, which " deserves at least equal Attention with the Investments; *and that the Investment clashes with the* " *Collection of the Revenues*;" we direct that you do, without Loss of Time, explain to us, in the fullest Manner, how our Revenues can be affected by Restrictions laid on private Trade in Putney, and in what Manner providing the Investment clashes with the Collection of the said Revenues. You are also, at the same Time, to specify, as nearly as possible, the Quantity, in every District, of Ferrit and Three-lettered Putney usually rejected by the Company; the whole Quantity which is purchased by private Traders; the Amount of the Revenues arising therefrom, or by means thereof, and the Mode of Collection of such Revenues; that we may be the better enabled to judge of the Propriety of allowing a greater Latitude, or of abridging the growing Extension of private Trade in Putney, and also to apply proper Remedies for removing, as far as may be, every Obstruction in collecting the Revenues.

44. We cannot think it prudent to permit private Traders to wind off Three-lettered Putney at Pleasure, without its passing through the Factory. As this Custom opens such an Inlet to private Trade as may, nay must necessarily, operate to the Hindrance of our Investment, and be a continual Temptation to those concerned, to wind off such Putney as we have prohibited being purchased for any other Purpose than for our Investments; we therefore direct, that such Practice be utterly discontinued in future; and we the more strictly enjoin this, because we observe Representations have been made by former Residents at Bauleah, that private Merchants and Gomastahs have oftentimes interfered in the Company's Purchases of Silk.

47. It

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47. It does not appear to us, that any considerable Obstructions can arise to prevent the Increase of the Number of Aurungs for supplying our Investment, or such Quantity of Silk from being provided at those Aurungs as may fully answer our Expectations; and as this is a Matter we have much at Heart, and are determined to have accomplished so far as may be practicable, *we therefore direct, that you take Care effectually to prevent all private Traders and their Gomastahs from interfering, in any Respect whatever, with our Purchases of Silk, or at the Aurungs where our Investment is provided. And in order fully to convince, as well our Servants at Subordinates, as also all private Traders, that we shall not on any Account permit an Evasion of this our Order,* we further direct, that no private Trader be permitted to purchase Silk, of any Kind or Quality whatever, at any Aurung from whence our Investment is supplied; but that all such private Traders be compelled to seek other Aurungs, not in any Degree appropriated to our Service, and from such Aurungs only all Silk for private Trade must be procured. And if any of our Servants, or any private Trader, shall be found guilty of transgressing this our positive Injunction, it is our express Will and Pleasure, that you immediately dismiss every such Servant from our Service, and also, that you withdraw our Protection from every such private Trader, who shall be found guilty of a Breach of this our Order.

APPENDIX, N° 41.

EXTRACT of the Company's General Letter to Bengal, dated 7th April 1773.

30. AS *Raw Silk is an Article* of our Commerce which we are solicitous to increase; and as we are of Opinion, that this is not to be effected without giving the greatest Encouragement to the Cultivator of the Mulberry Tree, and to those employed as Winders; we therefore recommend it to you, in the strongest Manner, to fall on some Method to accomplish our Desires, by granting particular Privileges to those People, to induce them to turn their Industry to that Branch of Commerce. The giving them long Leases of their Farms, and the exempting them from arbitrary Fines and Taxes, would, we conceive, be most conducive thereto. And we recommend the Country to the Eastward of the Poddah, as best adapted to our Purpose; for in case Bengal should ever be invaded by the Mahrattas, or any other Country Power, the Enemy could not cross *that* great River to destroy the Mulberry Plantations, or disperse the Winders of Raw Silk.

31. We shall here only add, that as we understand our President is thoroughly acquainted with this valuable Branch of our Trade, we have not the least Doubt but that he, as well as every Member of your Board, will exert himself to the utmost, for the effecting this important Concern.

63. We herewith transmit to you a List of the different Characters of Raw Silk, with the Profit and Loss thereon, for the Years 1771 and 1772; also the Remarks of the Dealers on some particular Sorts.

64. You must be careful to alter the different Modes of Winding agreeably to what has already been recommended to you. And now, leaving you unrestricted as to the Number of Bales of either Sort of Silk, we have only to enjoin you to send us as much of those Articles which yield the greatest Profit, as you possibly can; and so on with the next advantageous Characters. And as the State of our Affairs requires the utmost Extension of your Investments, you are not to forbear sending even those which are attended with a Loss, in case such should be necessary to supply an Investment to as great an Amount as you can provide from your own Resources; and we have not the least Doubt of your being thereby enabled to increase your Consignments of this valuable Branch of National Commerce, even to the utmost of our Wishes. But it is our positive Order, that no Part of such Investment be provided by borrowed Money, which is to be repaid by Drafts upon our Treasury in London, since the Licence which has already been taken in this Respect has involved us in Difficulties, which we yet know not how we shall surmount.

 APPENDIX,

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APPENDIX, N° 42.

EXTRACT of the Company's General Letter to Fort Saint George; dated the 25th March 1768.

Par. 50. YOUR Information as to the Investments of the French, is, according to former Orders, to be continued with all possible Precision; and as you have sent us some Musters of their Goods, and promise more by your October Dispatch, on Examination of those received, you have our Sentiments in the List of Investment, under the Articles of "Handkerchiefs bordered," and "Muslins;" observing you can provide them at Prices under what the French give.

51. We commend your Conduct to prevent that Nation from interfering, to the Prejudice of the Investment, within our peculiar Districts; but in other Parts not so immediately under your Authority, you are to be particularly careful to avoid any just Cause of Complaint from Foreigners, taking such Measures as shall not give them Cause of Umbrage in the Support of our Rights; but it will not be good Policy to lay them publicly under any Restraint as to their Purchase within the late Acquisitions. We shall therefore depend upon your Prudence to discourage such a Practice, in a Manner entirely unexceptionable; and being intent, as you have been repeatedly acquainted, on bringing Home as great a Part of the Revenues as possible in your Manufactures, the out-bidding them in those Parts where they interfere with you, would certainly prove an effectual Step for answering that End. We therefore recommend it to you, to offer such Increase of Price beyond what they bid, as you shall deem may be consistently given, that by beating them out of the Market, the Quantities by you to be provided may be proportionably enlarged; and if you take this Method, it is to be so cautiously practised, that it may not tend to enhance the Prices in other Places immediately under your Controul. On this Subject we must not omit the Approval of your prohibiting the Weavers of Cuddalore from making up any Cloth of the same Sortments that are provided for us; and if such Prohibition is not now, it should by all Means be in future made general, and strictly maintained.

APPENDIX, N° 43.

EXTRACT of the Company's General Letter to Bengal; dated 2d February 1774.

Par. 11. OUR Letter of 7th April last was accompanied with a List of the different Characters of Raw Silk, and an Account of the Profit and Loss thereon, for the Years 1771 and 1772; and we now transmit to you a like List and Account for the Years 1772 and 1773, by which you will observe, *there has been an increasing Loss, instead of any Alteration for the better*, in the last Year's Production. It is therefore become highly necessary that you should exert your utmost Endeavours to remedy an Evil, which seems to threaten this valuable Branch of National Commerce with utter Ruin. And as we find you have already entered seriously upon the Consideration of the Subject, and are apprized of the Inconveniences which have attended the Provision of Raw Silk, and contributed to enhance the Price, we cannot but hope that your next Advices will bring us a favourable Account of the Operation of your intended Regulations, and of such Reduction of the Price of this important Article as shall enable us to obtain a Profit thereon in future, instead of so considerable a Loss, which we can no longer sustain.

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APPENDIX, N° 44.

EXTRACT of the Company's General Letter to Bengal, dated 31ſt January 1770.

Par. 4. WE have very maturely deliberated on the moſt proper Meaſures for the Improvement of the Culture and Extenſion of the Raw Silk Inveſtment at your Preſidency; and have taken the Opinion of moſt of the conſiderable Traders and Manufacturers in that Article. It appears, that the Staple of the Bengal Silk is in Quality equal to, and would anſwer all the Purpoſes of, the Italian or Spaniſh Sorts, if reeled in the ſame Manner, ſo as to render it eaſier to wind, and to work with leſs Waſte; and that, with ſuch Advantages, it would ſell at a much higher Price than at preſent, particularly the firſt Letter of the Commercolly Silk, of which 20 or 30 Bales are more than in its preſent State can be manufactured in a Year; but if it would wind and rid as faſt as the Piedmont and Italian Sorts, 500 Bales would not be too much for this Market, and fetch from 25 to 30 per Cent. more than it ſells for at preſent, and the lower Letters proportionably; even thoſe of D and E might be ſo perfectly manufactured for anſwering the Uſes of the Spaniſh and Calabria Silk, as to increaſe 20 per Cent. on the preſent Price; and no Quantity would be too large for Sale here.

5. And having received full Aſſurances that the Inſtructions and Aſſiſtance of ſome able and experienced Artiſts on the Spot, in raiſing and improving the Produce of the Worms, and in ſpinning and drawing the Silk from the Cocoons, in the perfect Manner in which the ſame is done in Italy, and other Parts of Europe (and by ſuch Means the preſent Imperfections, which depreciate and leſſen the Sale of the Bengal Silk, can only be removed, and the Improvement in Quality, and very large Extenſion of the Sale thereof, effected, greatly to the Benefit of the Public in general, and the Company's particular Advantage); and having received very ſatisfactory Teſtimonials of the Qualifications of Meſſrs. James Wiſs, Pickering Robinſon, and William Aubert, as Perſons in all Reſpects able to rectify the Diſadvantages, and bring the Inveſtment of this moſt important Article to Perfection, we have entertained them as Superintendants for that Purpoſe, on the following Terms; viz.

To be each allowed a Salary of £.400 per Annum, for Five Years certain (in caſe they ſhall ſo long live, and continue in the Company's Employ) to commence from their Arrival in India, in conſideration of their devoting their whole Time and Attention to the Service of the Company, in the Improvement of the Raw Silk Inveſtment, and obliging themſelves not to engage, during their Continuance in the Company's Service, in any Trade in the Eaſt Indies on their own private Account. They are each to be allowed £.20 per Calendar Month, from the Time of their Arrival in Bengal, for Subſiſtence, and inſtead of Diet Money; alſo, to be at all Times provided with convenient and ſuitable Apartments.

We have alſo agreed to allow each of them £.100 for their Paſſage out, and that the Charges of their Return to England, after the Expiration of the ſaid Five Years, and all their reaſonable Expences in proceeding from Place to Place in India, are to be defrayed by the Company.

6. Mr. James Wiſs has engaged the Four Perſons undermentioned, as Drawers or Spinners of Raw Silk, on the following Terms:

James Ruggiero, entertained	24th Nov^r laſt.
Dominicus Poggis —	d°
Charles Francis Bricola —	d°
Auguſtin Della Caſa —	10th Dec^r

7. That each of the ſaid Four Perſons are to be allowed £.40 Sterling per Annum, from the Day of their being entertained, excluſive of their travelling Charges; alſo to be paid the Expence of their Paſſage from India, at the End of Five Years, ſhould they not chooſe to remain any longer in India; and alſo their Houſe Rent is to be paid by the Company.

8. You are to deduct from the Wages of each, 20 Genoeſe Livres, or Fifteen Shillings Sterling, Monthly, for the Maintenance of their Families, which we are to remit to Genoa for that Purpoſe.

9. Several Tools and Materials have been provided here for the Uſe of the Filatures, under the Direction of the Superintendants, upon the Company's Account; for Particulars whereof you are referred to the Invoice of the Ships by which the ſame will be ſent.

12. Mr. Wiſs, with the Four Italians whom he has procured, as mentioned in the preceding Part of this Letter, take Paſſage on the Vereſt; and we have ſtrongly recommended it to Captain Compton, not only to behave in a polite and friendly Manner to Mr. Wiſs, but to treat the Italians in ſuch Manner as to make their Situation as comfortable as poſſible. And we direct that you enquire of Mr. Wiſs, in what Manner Captain Compton has treated them; as we are

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are determined ſeverely to reſent any ill Uſage they ſhall meet with. And we recommend to you the ſame Conduct towards theſe Foreigners, that they meet with all due Encouragement.

EXTRACT of the Company's General Letter to Bengal; dated 5th July 1780.

20. Upon examining of the Raw Silk imported from Bengal by the Ships of this Seaſon, and now expoſed to Sale, we are ſorry to find, that the Company will ſuſtain very conſiderable Loſs by the high Price of ſome Part thereof, and by the bad Quality of a conſiderable Quantity of the reſt of that Article. For your more particular Information, we tranſmit Numbers in the different Ships Packets, containing an Account of the Silk complained of; the Marks and Numbers of the Bales; the Names of the Perſons of whom purchaſed; the Coſt per Great Pound; and the Sale Price in England.

21. By the preſent Opportunity we alſo return you Four Skains of Filature Silk, and two ſmall Skains of Bengal wound Silk; which is of ſo bad a Colour, that it can never anſwer to ſend any ſuch Silk to Europe at any Price. This Silk has, we ſuppoſe, been wound from damaged Cocoons in rainy Weather, and without proper Care and Attention. It might perhaps have anſwered better, if it had been worked up into wrought Silk in the Country, and for Country Markets, becauſe the Damage becomes greater by a Voyage to Europe. We, are however, induced to hope, that there will be leſs Occaſion for this Caution, or for Complaint in future, becauſe we dare aſſure ourſelves, that by a careful Attention to the Rules laid down in the 19th Paragraph of our Letter of the 14th of April 1779, the Evil muſt in a great Degree, if not entirely, be prevented.

22. Being very deſirous of contributing, ſo far as lies in our Power, to the further Improvement of our Filature Raw Silk, and conſidering at the ſame Time, the Neceſſity of reducing that valuable Article of our Inveſtment to a more reaſonable Price; and having received very ample Teſtimonials of the Abilities of Meſſieurs John Lewis Baumgartner, Joſeph Briganti, and James Fruſhard, to render us the moſt eſſential Services reſpecting the above Article; we have therefore thought fit to appoint the ſaid Perſons to be Superintendants of our Silk Filatures already eſtabliſhed, or to be eſtabliſhed, in Bengal, on the ſame Terms upon which Mr. James Wiſs was entertained in the Company's Service in the Year 1769.

23. Each of the above Perſons is to be allowed a Salary equal to £.400 per Annum, for Five Years certain, if they ſhall ſo long live and continue in the Service of the Company, to commence on their Arrival in India, in Conſideration of their devoting their whole Time and Attention to the Service of the Company in the Improvement of the Raw Silk Inveſtment, and of their entering into ſufficient Obligations not to engage, during their Continuance in the Company's Service, in any Trade in the Eaſt Indies on their own private Account; and they are to be further encouraged, as their Services and Merits ſhall hereafter appear to deſerve. They are alſo each of them to be allowed a Sum equal to £.20 per Calendar Month, from the Time of their Arrival in Bengal, for Subſiſtence and inſtead of Diet Money; and to be at all Times provided with a convenient and ſuitable Apartment at the Company's Expence.

24. We have paid £.100 each to Meſſrs. Baumgartner, Briganti, and Fruſhard, for their Paſſage out; and the Charges of their Return Home, after the Expiration of the ſaid Five Years; and all their reaſonable Expences in proceeding from Place to Place in India, are likewiſe to be defrayed by the Company.

25. By the preſent Diſpatch we tranſmit Copy of the Covenants and Obligations entered into by the ſaid Superintendants, to which you will take Care that ſtrict Attention be paid during the Whole of their Reſidence in India.

26. We have alſo entertained Mr. Guiſeppe Poggio as a Drawer or Spinner of Raw Silk in Bengal, and agreed to allow him after the Rate of £.40 per Annum, to commence the 9th February laſt. We have paid him £.40. 12*s.* for his Expences from Novi to London, and agreed that his Expences from Bengal to Novi, at the Expiration of his Agreement for Five Years, ſhall be paid by the Company, provided he ſhall not think fit to remain in India beyond that Period. His Houſe Rent in Bengal is alſo to be defrayed by the Company. His Salary is to be ſubjected to a Deduction equal to 15 Shillings per Month, which is to be remitted, for the Uſe of his Family, to Novi, by Mr. James Wiſs, who is appointed his Attorney for that Purpoſe, and will be advanced the Amount of ſuch Deduction from our Treaſury in London.

27. Mr. Poggio is permitted to proceed on the Mountſtuart; £.15 have been paid by us for his Paſſage, and a further Sum of £.20 advanced towards providing him with Neceſſaries for the Voyage.

28. Peter Reay is alſo allowed to proceed to Bengal on the Mountſtuart, as an Apprentice in the Silk Filatures to Mr. Poggio. He is to be confined ſolely to that Buſineſs, and not be permitted to enter upon any other Employment, on any Account or Pretence whatever. The Expence of his Paſſage is defrayed by the Company, and the Amount of his Earnings may be appropriated for his Support; but the Company is to be at no other Charge on his Account.

29. Our Board of Trade muſt take eſpecial Care that the Superintendants follow the Piedmonteſe Manner of winding Silk from the Pods, without any Deviation whatever.

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30. The said Superintendants are to exert the utmost of their Skill and Diligence to arrive at Perfection in the Silk Business; and they are also fully and freely to instruct any Number of our Servants in all the Methods conducive thereto, without Fee, or any other Reward, than the Salary and Allowances agreed to be paid by the Company above specified.

31. It will be the Duty of the Superintendants to communicate from Time to Time to our Board of Trade, all Occurrences deserving of Notice in the Discharge of the Duties of their Office, and especially whatever may tend to correct or suppress Abuses in the Manufacture of Silk, or which may contribute to advance the Interest of the Company.

32. In the Examination and settling of Musters, and in comparing the Silk offered by Contractors, or by any other Persons therewith, the Superintendants ought not to know the different Proprietors of the Silk, but to give their Opinion on Comparison of the Silk with the Muster, impartially and without Respect of Persons.

33. Due Attention must be paid by the Superintendants to the Regulations and Instructions contained in our Letter of the 14th of April 1779. In order thereto, our Board of Trade must furnish each of them with a Copy of those Regulations; and if by Experience in the Country they shall be able hereafter to suggest any Improvements, they will thereby merit our Approbation; and we hope they will, by diligent Attention to Business, and by a faithful Discharge of every Branch of their Duty in all Respects, justify our Choice in their Appointment, and the Confidence thus reposed in them by the Company.

34. As Mr. Baumgartner is very able in the winding Branch, and has had a liberal Education, he will be capable of representing with Perspicuity, either verbally or in writing, whatever may be necessary on the Subject; we therefore think he should be placed under the Department and near the Chief of Cossimbuzar; and that he should be directed also to visit Jungepore, Commercolly, and every Filature, public and private, employed in providing Silk for the Company, to the South of the Ganges, so far as Plassey; and that he should be accompanied in his Rounds, and during his Stay at each Place, by Guiseppe Poggio as his Assistant.

35. Mr. Briganti, being skilled in the practical Part, may be ordered to superintend all the Filatures at Kishen Nagur, and at every Place from Plassey to the South of Calcutta; where we also apprehend many more Filatures may yet be established; and One of the Italian Spinners left at Bauleah by Mr. Wiss, if living, may be appointed his Assistant, as we are informed he understands the Bengal Language, and would on that Account be accordingly useful in guarding Mr. Briganti from being misled by Misrepresentation of the Natives.

36. Mr. Frushard is a very active Person, and may be directed to superintend the Filatures of Bauleah, Nabob Gunge, Malda, Rungpore, and all others situated North of the Ganges. He may be assisted by Agostino Della Casa, one of the Italian Spinners who resided with Mr. Wiss at Jungepore. Della Casa, as we are informed, speaks English, and would therefore be very useful to Mr. Frushard, who cannot speak Italian.

37. Each of the Superintendants must regularly and constantly visit all the Filatures of his District; and for the first Two Years at least he must reside for the Space of One Bund in each Filature. This will enable him to point out all Defects, and to suggest proper Remedies to the respective Directors of Filatures, who must duly attend to his Representations. — And in order more effectually to promote and ensure Success to this Measure, our Board of Trade must vest our Superintendants with Authority sufficient to render them respectable in the Eyes of the Natives, who must be taught to consider them to all Intents and Purposes as Company's Servants, acting by their express Orders, and particularly chargeable with the Conduct of their Filature Silk in Bengal.

38. We leave it to the Prudence of our Board of Trade, to fix the Sum to be paid, or to make such temporary Allowance for the Travelling Charges of our Superintendants in Bengal, as they shall judge reasonable and expedient, and to discharge such incidental Expences as ought to be defrayed by the Company on that Account.

39. As the Contracts of our Board of Trade for Raw Silk expire in general in 1781, we take this Opportunity of acquainting you, that we disapprove of all Contracts for the Provision thereof for more than One Year. The Principle appears to us obviously wrong; and more especially so respecting an Article of Investment, almost in the Infancy of a new Institution, which must therefore be deemed capable of great Improvement, as the Winders increase in Experience, and of considerable Reduction of Price, as Competitors for the Provision thereof increase: But the System of Contract for several Years, at a regular Price, renders the former unnecessary; because a fixed Rate is given for the whole Period, and discourages, if not entirely precludes, a sufficient Competition in the Provision, because the Quantity to be furnished by the Contractors renders it impossible to afford suitable Encouragement to other Persons to engage in this very necessary Business, and consequently prevents a fair Trial, how far Improvements may be effected, and how far the Price of Filature Silk may and ought to be reduced.

40. In order to remedy this Inconvenience, we direct, that so soon as our Superintendants shall be settled at their respective Stations, it is our express Command that they cause Musters to be prepared, under their own immediate Care and Inspection, of the different Sorts of Filature Silk of every Bund, as specified in the 41st Paragraph of our before-mentioned Letter of the 14th of April 1779; and as Two Skains will be reeled off at the same Time, the Superintendant must affix his Name and Seal to each of the said Skains, and send one of them, carefully packed, to the

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the Chief of the Factory, and the other to the Board of Trade; which Musters are to be repeated at the Beginning of every Bund, and must be deposited in the Cottah or Warehouse, and be free at all Times for the Inspection of all and every Person or Persons who shall be desirous of providing Filature Silk for the Company, or of their Agents, with the proposed Price affixed thereto; and the most public Notice must be given at the Commencement of the Season, and oftner if necessary, that all Persons, Natives and others, who shall be able to manufacture or produce Silk of equal Goodness to the Musters, and will bring the same to our Warehouse at Calcutta, shall, during the Whole of the Season, receive ready Money for any Quantity, at the Price so affixed to the Musters of each specific Sort and Quantity as aforesaid.

41. And although we have no Doubt but our Board of Trade will take proper Care, with the Assistance of the Export Warehouse Keeper and Superintendant of Investment, that the Silk so to be purchased for ready Money shall be in all Respects equal to the Muster; we nevertheless direct, and it is our positive Order, that One of every Two Musters so signed and sealed by the respective Superintendants of the Filatures, shall be sent to us, together with all the Silk so purchased; which Silk must be particularly distinguished, marked, and invoiced, and every Bale or Parcel thereof must have an exact Reference to the particular Musters by which it shall have been purchased; in order to enable us to ascertain how far proper Regard is paid to our Orders and Instructions in this Respect. And as our Superintendants will, by the System here laid down, have an especial Opportunity of distinguishing their Skill and Attention, we hereby declare, that as their Services in this particular Line of their Duty shall be found productive of Good to the Company, they may depend upon receiving such further Marks of our Favour, as shall appear to us reasonable and equitable.

APPENDIX, N° 45.

EXTRACT of a Letter from Mr. Charles William Boughton Rouse to the Chief and Council of Revenue; dated Nattore, the 5th November 1771.

I HAVE received from Mr. Robinson, the Superintendant at Bauleah *, requesting I will circulate Orders to the Officers of the Lands contiguous to that Place, which belong to this District, to supply him with Cocoons for the Use of the Honourable Company's Manufactory: But as the Ryots who breed the Silk Worms have always been averse to the selling of the Silk Pods, and such an Order may now give Birth to Complaints, I have judged it necessary previously to request your Directions upon the Subject. The following short Calculation will, I flatter myself, sufficiently explain to you the Reason why the Inhabitants chuse rather to wind off the Silk themselves, than to sell it in its original State.

	R'	
4,800 Cones or Silk Pods will, upon an Average, produce 3 Chittak of middling Putney Silk (reckoning the Seer at 200 Sicca) which is now worth about	3	—
Deduct the Charge of winding	—	8
Net Produce to the Proprietor	2	8
Now I understand, at the Rate paid by the Agents of the Factory for the Silk Cones, the above Number of 4,800 will yield only	1	8
The Difference to the Person who breeds the Worms, will be	1	—
And as it rarely happens that those who breed the Worms, have so large a Quantity as to oblige them to hire other Servants to work off the Putney (or Raw Silk) this Expence may be saved, and added to the Account	—	8
The total Loss then to the Proprietor of the Worms will be	1	8

or 50 per Cent. by selling his Silk in its first State, instead of working it into Putney.

* For winding Silk in the Italian Method.

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A P P E N D I X, N° 46.

EXTRACT of the Company's General Letter to Bengal, dated 12th May 1780.

30. HAVING taken these Steps to enable our Servants to prevent Defects which were owing to bad Reeling, we have Reason to hope that the Silk to be made with the new Machines will prove better than that which has hitherto been received, especially if our former Instructions be closely adhered to. In the mean Time, we are sorry to express our Surprize at seeing so great a Price given to Contractors, both for Filature and Bengal wound Silk, but particularly for the latter, which in the Cossimbuzar Department is become more than 40 per Cent dearer than it was Fifteen Years ago; and that, notwithstanding the high Price allowed to encourage the Increase of the Filature Establishment, our Servants should enter into a Contract for Three Years certain *for the Bengal wound Raw Silk*, as appears on Consultation of 25th February 1778; viz. Maunds 4,189. 27. of Bengal wound Raw Silk per Annum, and only Maunds 3,774. 20. of Filature Silk; which seems to indicate a Partiality in favour of the former, for which we think our Board of Trade very blameable.

31. Our Intentions are to promote the Italian Filature, and to increase, as much as possible, the *white Sort of Silk, which ought never to be spun coarser than 5 or 6 Cocoons.* For every Quality a proportionable Price should be allowed; and we apprehend, that

						S.R^s		
For the Quality of	5 to 6	Cocoons,	White Sort,	the Price should not be higher than		13	—	per Seer.
that of	5 to 6	D°	Yellow,	should not be higher	—	12	—	D°
D°	7 to 8	D°	D°	D°	—	11	8	D°
D°	9 to 10	D°	D°	D°	—	11	—	D°
D°	10 to 12	D°	D°	D°	—	10	8	D°
D°	18 to 20	D°	D°	D°	—	9	12	D°

Particular Care must be taken in receiving the Silk, not to pay the Price agreed for, unless the Quality corresponds exactly with the Muster and Agreement; and it must be the Business of the Chief and of the Export Warehouse Keeper, to attend to this Point.

32. As the before-mentioned Sorts are each to be spun at the Time appointed by our Instructions of 14th April 1779, we think it may be proper to allow a different Price for each respective Quality, and nearly as above stated, rather than to fix an average Price (as you have done) for Three Months together; because we have found different Assortments, for which the same Price has been paid, vary from each other so far as to occasion from 20 to 30 per Cent. Difference in the Sale Produce here, which indicates very great Neglect, or Ignorance, in the Receiver.

33. *As a Supplement to our Plan of Instructions above mentioned, let the following Paragraph be inserted in every Copy; viz.*

34. The Reel on which the Silk is wound must not form a Skain longer than 40 Inches, which is the same as 80 Inches in Circumference; in order to which, the outer Edge of the Four Staves of the Reel must be 20 Inches distant from each other.

35. The smallest Size Skains that come from Italy are 36 Inches in Length, which is the same as 72 Inches in Circumference, and 18 Inches distant from one Stave to the other, which is the smallest Size that can be wound off on the Mills; but the Size we direct is preferable, on account of greater Dispatch at the Filature, and of drying faster.

36. The Reels in our Filatures must all be reduced to answer these Dimensions. Complaints have been made by the Throwsters, that some of the Silk of Chapman's, Craiggree's, and Smith's Filatures, has been found to exceed the primitive Dimensions given to them, and could not be wound off at the Mills, but only by Hand, at a much greater Expence than usual; therefore, let such Reels as are too large be reduced, and such as are too little be brought to the proper Size as before directed; and be very particular in preserving an exact Uniformity in the above Standard throughout all the Filatures.

37. It is to be observed, that the Models last sent were not meant to shew the Size of the Reels, but only in what Manner the Brass Work, that is, the Sets of Cog Wheels, and the double crossing Machines, were to be fixt on the Frames.

38. The Silk of last Year has been found in general foul, uneven, and flat; but we expect that which will be spun according to our late Directions, and with the Assistance of the new Machines, will not be thus defective. We shall continue to be strict in looking into and in giving you our Sentiments upon every Filature separately, as every one will then have the same Means of exerting himself.

39. You must give particular Attention that true Proportion be observed between the Prices which we judge might be fixt for the various Qualities of the Filature Raw Silk, and which will, on an Average, render it about Sicca Rupees 11 per Seer for the Five Sorts Yellow. The old Bengal wound, in Assortment of Five Letters, should not exceed Seven Rupees per Seer; and we must inform you, that the Company will always lose by Silk in Proportion as you exceed the Price above-mentioned.

40. In

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40. In a Letter juſt received from a conſiderable Throwſter, it is aſſerted that N° 367, new reeled Bengal Silk (Burges. B.) winds very endy; and that the Skain is capt, or covered over with fine good Silk, but breaks out in the Gum quite rough. Many other Complaints of a ſimilar Kind have alſo been made; and alſo concerning the Unevenneſs of Threads in the ſame Skain, and of Foulneſs of the Silk; which is an Evil that requires immediate Correction.

41. The Deception of capping the Skains with fine Silk, and thereby covering or concealing a coarſe Thread in the Middle of the Hank, muſt be productive of the worſt of Conſequences, as it renders the Buyers diffident, and prevents them from bidding to the Amount of the real Value of Silk, for fear of being deceived when it ſhall be wound off. No Excuſe can be pleaded for this Impoſition. The firſt reeling and outſide Coat of the Skain is good Silk, but the Middle, which forms a large Part of the Whole, is found to be little better than Rubbiſh. The Skains are alſo too heavy, being Nine Ounces in Weight; whereas the largeſt ſhould not exceed Three Ounces. You cannot be too vigilant in guarding againſt this Impoſition; and we enjoin you to take eſpecial Care, that all ſuch Practices be prevented in future. The Banyans, Sircars or Overſeers, ſhould be reſponſible to the Contractor for every Defect of this Kind; and the Contractors muſt in all Events be rendered ſo to the Company.

APPENDIX, N° 47.

EXTRACT of the Company's General Letter to Bengal, dated 29th Auguſt 1781.

Par. 2. IN regard to the Stoppage of the Company's Inveſtment, upon the moſt mature Deliberation it is agreed, for many Reaſons, if poſſible, to prevent it. The Manufacturers in all Events muſt be employed, otherwiſe we fear the Manufactures may be loſt; Goods muſt be imported from Bengal, or the Revenue in Britain muſt greatly ſuffer: In ſhort, the conſequence of ſtopping the Inveſtment would be very pernicious, and the Extent of the Evils unknown.

3. In order therefore, ſo far as in us lies, to obviate ſuch Inconveniences, it has been determined to authorize our Governor General and Council to draw Bills of Exchange upon the Court of Directors, to the Amount of 40 or 50 Lacks of Rupees, for the ſole Purpoſe of providing a well-choſen Inveſtment of Piece Goods, only for the enſuing Year. We hope this Advice will reach you in Time, to enable you to co-operate effectually with our Views in this Reſpect. And for your further Information and Guidance, we now tranſmit you a Liſt of Bengal Piece Goods; in which you will obſerve that ſuch Articles only as are marked with a *Black Line*, ſell for a Profit; and therefore the Goods to be purchaſed with Money received for Bills of Exchange, muſt all be compoſed of ſuch Articles.

4. As Bills to be drawn on this Occaſion muſt render the whole Amount of Bills of Exchange greater than allowed by Law to be accepted in the ordinary Courſe within any One Year, we have thought it abſolutely neceſſary to apply to the Lords Commiſſioners of His Majeſty's Treaſury, for Permiſſion to accept ſuch Bills of Exchange over and above the Amount limited by Law; which Permiſſion has been granted. Our Letter to the Treaſury Board, and their Lordſhips Anſwer, are Numbers in this Packet.

5. We likewiſe inform you, that ſo ſoon as the Amount which you ſhall be authorized to draw for, ſhall have been received into the Company's Treaſury for an Inveſtment of Piece Goods, but not before, the Company's Servants are then permitted to lade on board the Company's Ships for the enſuing Seaſon, any Quantity of Raw Silk of the Growth, Produce, and Manufacture of Bengal only, upon the ſame Terms and Conditions as Goods in private Trade are permitted to be exported; viz. To pay the Freight and Cuſtoms at ſuch Rates as are paid by the Company, a Duty of 5 per Cent. and 2 per Cent, for Warehouſe Room, Hoyage, and Wharfage.

6. You will obſerve, that the Raw Silk permitted to be exported by *all Perſons* from Bengal, be duly regiſtered there; in which Regiſter is to be expreſſed,

The Character of the Silk, whether Filature or otherwiſe.
The Letter of the Aſſortment, whether A, B, C, D, or E.
The Number of Bales, and on whoſe Account ſhipped.

7. The Bales muſt alſo be diſtinguiſhed by the Initials of the Owners; and the Quantity of Maunds muſt be marked on each Bale, for the Guidance of our Bengal Warehouſe Keeper.

8. The Regiſter muſt be made a ſeparate Number of the Packet, and a Duplicate and Triplicate muſt be ſent home by ſucceeding Conveyances.

9. Having licenſed you to receive on board our Ships the Article of Raw Silk on private Account, we muſt depend upon your effecting an immediate Reduction of the Company's Filature Charges, and of Perſons heretofore employed therein.

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10. We must also rely upon your speedy Attention to accommodate, in the best Manner possible, all Contracts concluded for Filature or other Raw Silk, extending beyond the present Year, so as to prevent the Company from being Losers by any such Engagement.

11. You must take especial Care, that the Bills of Exchange to be drawn for an Investment of Piece Goods, as aforesaid, have an optional Clause, whereby Payment may be postponed for One Year, or more, if found necessary by the Company, upon allowing the Bill-holders a reasonable Rate of Interest, for all the Time beyond Three hundred and Sixty-five Days Sight.

12. As we expect that the Goods so purchased will be sold, and the Amount of the Sales be realized in England before the Bills of Exchange become due; so must we also depend upon the strict Attention of you and of our Board of Trade, to the Quality and Price of all Goods so provided, in order to ensure a Commercial Profit thereon to the Company. And if any Difference of Opinion shall arise between you and our Board of Trade, concerning the Choice to be made of Goods, or on any other Point relative to this Business, it is our Pleasure, and we hereby direct, that our Board of Trade be guided by your Opinion on all such Occasions, to be signified to them in Writing, and that they act accordingly.

APPENDIX, N° 48.

EXTRACT of the Company's General Letter to Bengal, dated 25th January 1782.

Par. 139. SINCE our Advices to you of the 29th August last, we have taken into our further Consideration the Plan for securing the important Commercial Branch of Raw Silk, so as to make it beneficial both to the Company and to private Traders; and have therefore come to the following Resolutions in consequence, viz. That although it may be possible for insurmountable Difficulties to arise in carrying this Plan into full Execution, yet we deem it highly proper a Trial should be made, with the following Exception; That the Company shall neither hold out, or adopt, an Idea that may seem to encourage, in the smallest Degree, a Monopoly of Raw Silk; on the contrary, that this Branch of Commerce be left perfectly free and open to all Persons whatever, either in the Service of the Company in India, or enjoying their Protection; and therefore direct that a general Permission be granted to all such Persons, to export from Bengal to England any Quantity of Raw Silk upon their own private Account.

140. It must be presumed, that private Traders will have immediate Occasion for all the Company's Buildings, Filatures, and Erections, used in the Manufacture of Raw Silk, which may be rented to them; they will also want our Italian Superintendants and Assistants, who may be continued in their several Employments, and receive the same Pay and Advantages they now enjoy from the Company; and all outstanding Balances in the Silk Branch must be put in an equitable Train of Recovery, by the Governor General and Council, in the shortest Time possible.

141. That whenever the Company shall think proper to resume the Trade of Raw Silk, the private Traders are to have Two Years Notice.

142. The private Traders must not be suffered to impede the Silk Trade, either raw or manufactured, for the Commerce and Consumption of India; the utmost Care must be taken that this Branch of Commerce meets with no Obstruction; nor must private Traders export China Raw Silk to England, upon Penalty of Forfeiture.

143. The Raw Silk, when laden on our Ships, must not only be registered, but the Quantities exactly ascertained, that the Freight may, without Difficulty or Dispute, be adjusted in England.

144. The Silk, when imported, must pass into the Company's Warehouses, and be chargeable with the same Freight the Company pay the Owners.

145. The other Charges must be settled and paid in the same Manner as is now done with respect to private Trade, except that no Charge shall be made for either Indulgence or Exceedings.

146. That if any Raw Silk is found unregistered, the Whole shall be forfeited, One Half to the Informer, the other Moiety to Poplar Hospital.

APPENDIX,

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APPENDIX, N° 49.

Mr. Boughton Rouse.—Condition of Weavers, &c.

CHARLES William Boughton Rouse, Esquire, a Member of your Committee, was asked, Whether, whilst he was Provincial Chief of Dacca, he had any particular Occasion to turn his Thoughts to the Condition of the Merchants and Manufacturers of that Place? he said, Upon his first Arrival at Dacca he found a general Discontent among the Weavers and Merchants, both Native and European; and Enquiry was made into the Cause of those Discontents; the Particulars of which will appear at large in the Dacca Consultations; in Addition to which he begged Leave to refer the Committee to the Copy of a Letter, which he then delivered in to the Committee, which he addressed to General Clavering, upon his requesting his (Mr. Rouse's) Opinion upon that Subject. In this Letter the Circumstances of the Company's Investment, and the Discontents of the Weavers, are treated at large.—Being then asked, Whether he has since had any Reasons to alter the Opinions he then entertained? he said, He is rather confirmed in them. Appendix, N° 50.

APPENDIX, N° 50.

COPY of a Letter from Charles William Boughton Rouse, Esquire, Provincial Chief of Dacca, to General Clavering, in September 1776.

Dear Sir,

I AM happy to find that the Sentiments I entertain concerning the Trade of this Province are such as merit your Approbation; and heartily wish it were in my Power to offer to your Consideration such a System of Arrangements as might completely prevent the Operations of undue Influence. In the present confused State of Things, I fear we must not expect an immediate Reform, but must content ourselves with Palliatives and Expedients. But, as you are pleased to desire my Opinion upon the present Condition of the Cloth Trade of this Province, and the Company's Balances, I will with great Pleasure submit to you my Idea upon these Subjects. I confess I am a hearty Advocate for unrestrained Freedom of Trade; but it might be unsafe to establish it in its fullest Extent, until the Effects of arbitrary and erroneous Principles are in some Degree removed; so that some Measures I might now propose for temporary Convenience, would not be perfectly consistent with that extensive Freedom I would desire to establish, and which, I am confident, will be the more established and maintained in Proportion as the British Administration in India shall become more liberal and enlightened.

There is an Observation of Sir James Steuart, which is just in itself, as being founded in the universal Principles of Commerce, and seems to derive Force from the present State of the Trade and Manufactures of Dacca. His Words are these: "That the Manufactures of Bengal need "Encouragement is certain, since the Quality of Goods is said to be inferior to what it was some "Years ago, while the Prices are higher, and the Supply less. This never can be the Operation "of Trade; it must proceed from some internal Defect, which ought to be well examined, and "its Causes removed."

In Effect we have found the Trade of Dacca for these Two Years past, to be a perpetual Scene of Complaint and Disputation: The Company's Agents professing to pay higher Prices to the Weavers, whilst the Leadenhall Sales shew a heavy Loss to the Company; and the Weavers have even travelled in Multitudes, to prefer their Complaints at the Presidency: The Amount of the Investment comparatively small, with Balances comparatively large; and, as I understand, generally contested by the Weavers: The native Merchants, called Delolls, removed from their Influence, as prejudicial to the Company's Concerns; and European Merchants complaining against undue Influence of the Company's Commercial Agents, in preventing the free Purchase of those Goods, even which the Company never takes.

Unless some Remedy is applied to those Evils, the Consequences must be ruinous to one of our most valuable Provinces, as well as to this Branch of the Nation's India Trade. From the best Information I can obtain, the Value of Cloths annually fabricated in the Dacca Province Ten Years ago, when the Price was lower than it is at present, was from Twenty-five to Thirty, and even to

to Thirty-five Lacks of Rupees. It is now eſtimated at about Twenty Lacks. Of this Produce the Company require about Five Lacks, Part of which is to ariſe from ſuch Portion of their outſtanding Balance, as may be recovered in the Courſe of the Year. The whole Amount of this Balance is very conſiderable, if we admit to be juſtly due from the Weavers what the Factory Accounts ſtate againſt them. The Company have no Balance in the Country antecedent to the Year 1773, as till then they kept no Account with the Weavers, but with the * Delolls only. The Company's Demand upon the Induſtry of the Province then, is about Five Lacks of Current Rupees out of Twenty; and in the Amount of the old Balances claimed, almoſt every Weaver in the Country bears a Part. They are in general a timid, helpleſs People; many of them poor to the utmoſt Degree of Wretchedneſs; incapable of keeping Accounts; induſtrious as it were by Inſtinct; unable to defend themſelves if oppreſſed, and ſatiſfied, if with continual Labour they derive from the fair Dealing and Humanity of their Employer, a moderate Subſiſtence for their Families: But when this Reliance fails them, and they find their Claims involved in intricate Accounts of Balances, Batta, Prizings, &c. carried on from Year to Year, they ſubmit in Deſpondency to their ill Fortune, and fly from ſuch an everlaſting Source of Wretchedneſs in Search of a more friendly Market and Profeſſion. There are Numbers who can never poſſibly diſcharge this Balance demanded of them, by continuing to work for the Company, and have not even domeſtic Implements, by the Sale of which they could buy a little Thread to weave coarſe Cloths on their own Account. Theſe will probably relinquiſh their own Country; and ſome may take up Employment in other Diſtricts, at the Santipore Aurung, or at Maldah, where, I am told, Manufacturers are well treated. If they are engaged for the Buſineſs of private Merchants, an arbitrary Chief, or a licentious Gomaſtah, ſeizes the Goods in the Name of the Company. The public Inveſtment cannot employ all the Weavers; private Merchants dare not. I regard the Honour of this Government, the Honour of the Britiſh Nation, when I oppoſe ſuch a Diſcouragement of Induſtry, and ſuch a Violation of Faith and Property.

The Remedy to be applied muſt have Two Objects: One, to ſecure to the Commercial Officers, a fair Method of recovering the Company's old Balances, if poſſible, without impeding the Freedom of Trade: The other, to eſtabliſh that Freedom, without really injuring the Company's *Annual Inveſtment.*

The firſt will be the moſt difficultly reconciled. The Factory Accounts with the Weavers are arbitrary; and they have none themſelves. They complain, that their Cloths were prized unfairly, without any Check or Acquieſcence on their Part; and the Cloths are ſent Home, which renders farther Inſpection impoſſible. Advances have been made to them in One Year beyond their Ability to work out, and they have diſſipated the Money in Feſtivals and Marriages. Under theſe Circumſtances, the Company's Balances is made a perpetual Chain to enſlave them, and is occaſionally brought forth to juſtify any wanton Act of Power, put in Practice perhaps for private Purpoſes. If the Cloths were provided either fairly or fraudulently, I am ſurpriſed how there could remain a Balance due from the Weavers of near Five Lacks out of Thirteen, beſides the Proportion of One Eighth, which is always withheld till the Deliveries of the Weavers are compleated.

I cannot paſs without Remark thoſe oppreſſive Orders ſent out by the Court of Directors, which prohibit all the Merchants in their Juriſdiction from preſuming to trade till their Inveſtment, which need not employ above a Quarter of the Manufacturers, is compleated; whereas they ought, on the contrary, both in Juſtice and Policy, to have encouraged them to trade, that they might improve the Fabric by Competition, and offer Contracts for the public Inveſtment.

When I reflect upon all theſe Embarraſſments, I confeſs I am at a Loſs what Mode to recommend for giving Redreſs to the Weavers and Merchants, without purſuing Meaſures which would be liable to malicious Interpretation, and might give Diſcontent at Home, as tending to diſable the Company from recovering what they eſteem their juſt Debts. At any Rate the preſent Dacca Balance is more likely to accumulate than to diminiſh; ſince, in Buſineſs carried on with Artiſans, who work from Hand to Mouth, ſome Deficiency muſt always be expected. The Delolls have enormous Balances outſtanding of the ſame Nature; and if they were to perſiſt in their Claims with as much Rigour as the Company does, they too might diſtreſs the entire Trade of the Province, by proſecuting their Debtors before the eſtabliſhed Courts of Juſtice. There is the greateſt Reaſon to believe, that the Officers of the Commercial Department at Dacca have exerciſed a very pernicious Influence, in ſeizing the Cloths of others under the Pretext of Company's Balances. Amongſt others, ſome hundred Pieces belonging to the Dutch Factory were ſtamped, but afterwards delivered up. Whilſt there is ſo convenient a Cover for exerting this Influence, I cannot ſuppoſe that the Perſons intereſted in the Excluſion of other Merchants, will ever willingly haſten an Adjuſtment of Accounts with the Weavers, who would be thereby placed at Liberty to chuſe their Employer. Were this once effected, the Trade might go on ſucceſsfully. Perhaps the Weavers, from a pure Deſire of extricating themſelves, would be contented to pay Half of the Balance demanded, and to let it be deducted by ſmall

* Brokers, who were paid only for the Cloths delivered, and were anſwerable for all outſtanding Balances.

 Proportions

Proportions from their future Advances. At any Rate, something should be done to ascertain the Amount due from each Individual; and it is better for them and for the Country, that even an unjust Claim should be decreed against them, provided the Account is fixed, than that it should for ever be left indefinite and undecided. I mention the following Hints for Regulations, which would at least afford a Palliative, and still preserve to the Factory Agents a very considerable Degree of Influence. Although they may not all be deemed eligible, the Discussion of the Subject will perhaps place it in different Lights, and suggest something more perfect to Persons of ampler Knowledge, or deeper Penetration than myself.

Let the Factory Chief be required to deliver to the Provincial Council, in English, or in any Language of the Country, a compleat List of the Company's Weavers, with their Habitations, and the Amount of each Man's Balance to the Company.

Let a similar List be deposited with the Naibs of Adawlut, for each Aurung respectively.

Let these Records be open to the Inspection of Merchants or Weavers.

Let every Weaver's Account be adjusted, upon Requisition made to the Provincial Chief or Council, or Dewanny Adawlut.

When a Merchant, Gomastah, Deloll, or Pikar, goes to provide Cloths at an Aurung, let him, before he takes any Weavers into his Employ, enquire from the Company's Gomastah, or ascertain by Reference to the List, whether such Weavers are indebted to the Company.

If the Company's Gomastah claims a Balance, let the Weaver acknowledging the same satisfy the Gomastah for the Discharge of it.

If the Weaver denies the Balance, let his Account be immediately adjusted, and Decree be passed, by the Naib of Adawlut.

If the Gomastah neglects to enter a judicial Claim within Ten Days, let the Weaver be at Liberty to work for whom he pleases.

Let the Company's Gomastah still have Privilege of putting Peons upon Weavers, and holding them in Restraint, for an acknowledged or adjudged Balance; *but not of punishing.*

If the Company's Gomastah has not declared to the private Dealer, that the Weaver he proposes to employ is indebted in a certain Amount to the Company, let him not afterwards have the Power of stopping the Weaver or obliging him to take Advances.

Let ready Money Purchases be encouraged as much as possible, particularly in public Markets; but Weavers should be liable to Punishment for selling Cloths provided with the Company's Advances.

Let the Gomastah, Superintendant, or Resident, on no Account have the Power of inflicting corporal Punishment, nor of sequestering Cloths; all judicial Operations should flow from a regular Officer of Justice only, and should be entered on his public Records.

Let the stamping of Cloths in the Loom with the Company's Name be absolutely prohibited, and even declared of no Force, in case the Commercial Officers should practise it in Defiance of a public Regulation. There is a more simple Method, sufficient for every good Purpose, which was used before the Company obtained the Dewanny, and has generally been observed since that Period, which is attended with no Violence; that is, for the Company's Cloths to be marked soon after they are begun, by the Officer called Mokeem; who is employed by the Gomastah to superintend the Looms. This may equally prevent them from being sold to other People by Weavers of suspicious Characters.

The like Privilege should be allowed to private Merchants, if the Weavers are not in Balance to the Company.

These Ideas arise to me from a general View of a Subject, than which nothing ought to be more simple, but now involved in Intricacy, and perplexed with Difficulties. I have already extended them so much concerning the Trade in general, that the less remains to be said upon the Second Object I proposed for Examination; which was, to reconcile the Freedom of Trade expedient for the Prosperity of the Country, with the successful Provision of the Company's Cloths. I confess it is my own Opinion, that the Company ought to provide their Investment upon the same Footing as they did before the Acquisition of the Dewanny, and with no other Influence than that which their Weight of Cash and Promptitude of Payment will procure them. These Advantages would procure them the Preference in every Market. The justest Rule would be, that every Purchaser should be entitled to the Delivery of the Goods by the Priority of his Advances. The Company, however, would never accede to such a levelling Proposition. It is trifling with common Sense to affirm, that Influence and Authority are necessary for the inconsiderable Investment of Five Lacks of Rupees in the Dacca Province. But even allow the Company the Choice of the whole Market for that Sum; let even the Servants of the Factory have Five Lacks more for their own Trade; surely the Remainder may be conceded to the free Competition of European and

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and Native Merchants, to the unrestrained Industry of the Manufacturer. The Qualities which these will principally want cannot encroach upon the Company's Requisition, being coarse Cloths suited to the Consumption of Arabia, Turkey, and Persia. I understand that the new-projected Trade to Suez opens a large Channel for the Vent of these Commodities, and that there is at this Time an active Demand for them in Calcutta. Let not Administration suffer the Occasion to slip through their Hands, and an important Branch of Trade be lost; which, if not encouraged by a general Freedom allowed to Merchants of every Class, may probably be transferred to other Parts of India, where the British Nation has no Interest or Interference.

Let it be tried, whether Contracts cannot be procured from European or Native Merchants, upon Terms more advantageous to the Company, and less productive of Discontent to the Manufacturers, than the present Mode of having the Advances made immediately to the Weavers by Gomastahs and European Assistants. I am informed, that the greatest Part of the Company's Silk, which is esteemed the most beneficial Article of the Bengal Trade, is provided by Contract; and that although the Price was at first excessively high, this Manufacture is now so much cheapened and improved, that when the present Contracts expire, others may be procured upon Terms far more reasonable. I allude particularly to the Filature Silk, the Introduction of which I well remember to have been attempted with a Variety of Difficulties, both in the Price of Materials and Inclination of the Natives.

I doubt not, that Objections have been and would again be started against the Mode of providing the Company's Investment, by a free and equal Admission of all Merchants, Native and European, to the manufacturing Towns of Bengal; but to my poor Apprehension it appears impossible that Contracts fairly made should ever enhance the Price of Merchandize or Stores to Government; and the established Principles of Things must be inverted in Bengal, if Freedom of Trade can become detrimental, or Competition amongst Traders debase the Quality of Manufactures.

If such Contractors are admitted, let them be armed with neither Force nor Influence, and not accepted, but under such Penalties and Securities as may be free from the Vagueness of the Bond formerly taken from the Delolls, and may entirely indemnify the Company against Failure of Contract. Such a System, fairly pursued, would let in another Class of Inhabitants to exercise their Industry between the sovereign Power and the humble Artisan, who cannot be supposed to meet upon any Footing of Equality; it would obviate, what is at this Moment so injurious to the Country, all Perplexity of Accounts between a great Commercial Body and Thousands of indigent Manufacturers; and it would reduce the whole Business of the Investment to a simple Interchange of Goods and Money with a few reputable Contractors.

If, on the other Hand, the present Mode is to be continued, Care should be taken that an Account be adjusted, at a certain Period, with every individual Weaver. Justice and Punctuality are the Life of Commerce. I am instructed by Persons versed in this Business, that every Piece of Cloth has the Name worked, at one Corner, of the Weaver who delivered it, and that every Dispatch of Cloths made from an Aurung, is, or ought to be, attended, at the Examination made in the Company's Warehouse, by a Person employed on Behalf of the Weavers, whose Business is, to defend the Interests of the Weavers, in case the Appraiser (called Jâchunder) deviates from the Samples previously agreed upon; after which, the Cloths adjudged totally inferior to the Standard, are to be publicly sold in Liquidation of the Company's Demand. This Mode, if equitably observed, appears safe and commendable. It should by all Means be continued; for it appears to me, that it would immediately enable the Gomastah stationed at the Aurung to adjust his Account with each Weaver, by the Report made to him from the principal Warehouse; and the Agent of the Weavers should on his Part be invariably furnished with a Paper, specifying the Appraisement made of the Goods he delivered, signed by the Jâchunder, or by an English Assistant, if it is usual for those Gentlemen to superintend this Valuation.

I am sure it is bad Policy to leave this important Trade under the Fetters it now bears. But if there must be Restrictions, it would be some Consolation if it is certain that they tend to the Company's Benefit: I am myself convinced, that they tend to their Prejudice, both as Merchant and as Sovereign. At any Rate it is the Duty of Government to impose them with Moderation, and to prevent them from being perverted.

I have the Honour to be, &c. &c.

Dacca, C. W. Boughton Rouse.
September 12th 1776.

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APPENDIX, N° 51.

EXTRACT of Bengal Revenue Consultations, the 19th July 1776.

READ the following Letter and Enclosure from several Merchants at Dacca:

To the Honourable Warren Hastings, Esquire, Governor General, &c. Gentlemen of the Supreme Council at Calcutta.

Honourable Sir and Sirs,

As the Intention of the present Address is merely to represent to your honourable Board the Hardships and Inconveniencies we lay under from the Regulations lately established by the Commercial Department here, we hope you will judge favourably of our Motive, and grant us such Relief as may appear to you equitable and conducive to the general Prosperity of the Country.

The destructive Principle on which the most interesting and valuable Branch of Trade in this Province is conducted, by which the honourable Company and the numerous Body of Manufacturers and Merchants are materially affected, obliges us, who are of the Number aggrieved, to take up the disagreeable Task of remonstrating, and to lay our Complaints before you; being fully persuaded, when you are acquainted with the deplorable State of the Cloth Manufacture, the Causes of its Decline, and the ruinous Consequence that must unavoidably result from a Continuation of the present System; that you will issue such Orders as cannot fail of promoting both the immediate and remote Interest of the Company, which is inseparable from that of the Province.

Long Experience and minute Attention qualifies us to enumerate the Evils which have lately befallen this once-flourishing Branch of Commerce; and in reciting them, we shall strictly adhere to Truth; nor do we mean to reflect on the Characters of others, further than *the active Part they have* taken obliges us, in support of the Facts we are necessitated to advance.

Under the Mahometan Government every possible Encouragement was given to the Cloth Business, as being the Staple of this Province, and the chief Support of the Revenue; and all the Foreign Nations settled here, as well as the Natives, were privileged to furnish themselves with this Article to what Amount they required. And the same Course of Business continued under the Protection of the present Government, transacted through the Channel of a Set of creditable Men, called Delolls; who constantly, in consideration of a small Premium, furnished all Goods by Contract, and were answerable for all outstanding Balances. This Mode of conducting the Business rendered it extremely safe for the Public Companies as well as Individuals; and it was an effectual Means of avoiding Disputes with Government. This System, so well calculated, and so happily established for the Good of all, was however altered during the Chiefship of Mr. Barwell, who thought proper to establish new Regulations, from whence has sprung all the Evils now so severely felt. He placed the Dacca Aurungs under Two Superintendants, namely, Mr. Matthew Day and Mr. George Hatch; who were directed to make the Advances and to continue constantly going between the Aurungs. This Method exposed to View a new Scene; and now it was found impracticable to procure a single Piece of Cloth, except through those Superintendants, and at the Prices they chose to fix. This Plan, so replete with Ruin to the general Interest of Commerce, has continued ever since, and becomes daily more insupportable, owing to the unwarrantable and oppressive Measures pursued by these Superintendants; who, under the Authority of their Chief, or in consequence of his Orders, have lately stamped every Piece of Cloth with the Company's Seal without Distinction; as a Proof of which, we take the Liberty to send you Two Pieces of Cloths, of such Assortments as the Company never purchase; and in support of what we here advance, we request that all the Gentlemen employed in the Company's Export Warehouse at Calcutta, may be called upon to declare, if they ever knew the Company deal in such Assortments. If their Declarations correspond with what we here represent, it will prove, beyond a Possibility of Contradiction, that the Commercial Chief, and his Superintendants, want to fix and rivet an injurious Monopoly, under the plausible, although false Pretence of providing the Public Investment.

That we may not, however, be supposed to found our Opinion on Conjecture only, permit us, honourable Sir and Sirs, to mention a Case in Point. Mr. Cree, who has considerable Orders from the Merchants in Calcutta for the ordinary Assortments of Piece Goods, which are usually sent to the Gulph of Arabia and Persia, and on which those Voyages chiefly depend, sent Gomastahs unto the Aurungs, to purchase, on fair Terms of Trade, what he had Occasion for. These Gomastahs were seized, and the Weavers prevented from furnishing him with Cloths. On his representing this Circumstance to Mr. Hatch, who has the immediate Charge of the Narrainpore Aurungs, where the Affair happened, he gave him for Answer, that he acted by Authority; a Reply the more extraordinary, as Mr. Hatch was sensible that he had at that very Period entered into Contracts to furnish him with a Quantity of those very Cloths monthly; a Conduct so extraordinary, must astonish every candid and impartial Man. Thus, Mr. Hatch does not hesitate to contract and provide Cloths for those who chuse to employ him; and yet, if private Merchants send their Servants to purchase, they are prevented, and no Cloths can be had, but through the Means of this Superintendant

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Superintendant. Mr. Cree had likewise his Gomastah at Tidbaddy seized, and prevented from purchasing; which obliged him to apply for Redress to Mr. Rous, the Provincial Chief, and Mr. Legh, the then acting Commercial Chief. Their Answers we enclose N° 1. and 2.——As a further Instance: In the Year 1774, when this Monopoly first was instituted, Mr. Lanket, the Dutch Chief, was obliged to apply to the Monopolists for the Provision of their national Investment; a Measure which was disapproved by his Superiors at Chinsurah, who made him responsible for the Whole. On settling his Accounts with Messrs. Day and Hatch, they were indebted to him a considerable Sum; soon after the unfortunate Man died; and those very Gentlemen have actually obliged the Executors to his Estate to sue them, in the King's Court at Calcutta for the Amount, where the Suit is now depending.——These concurring Circumstances at once declares a Monopoly, founded on the most unjust and oppressive Principles. The Plea of outstanding Balances due to the Company, serves as a Cloak to cover the most pernicious Purposes; and while the present System continues, those Balances will rather increase than diminish, and the unhappy Weavers will be for ever prevented from extricating themselves.

May we, honourable Sir and Sirs, presume to ask, in order to prevent our opposing, in the most minute Circumstance, the Orders of Government, if this Gentleman, and the other Superintendant, are authorized to appropriate to their sole Use and Advantage, the whole Produce of Aurungs, that can with Ease be extended to Two hundred thousand Pieces of ordinary Cloths; especially when the Public Investment does not require One Twentieth Part of that Number? Last Year, when a similar Complaint (as mentioned above) was laid before the Provincial Chief, he sent Mr. Campbell, One of his Assistants, to enquire how far private Purchasers really interfered with the Public Investment. The Result of the Enquiry was such, as convinced him, that every Pretence of that Kind was futile, and calculated to answer private interested Purposes, more than public Utility. Nor can it appear surprising, when we reflect, that this extensive manufacturing District can with Ease produce between Twenty-five and Thirty Lacks of Rupees Value in Cloths; and the Investment for the Company does not exceed (if we are rightly informed) Five Lacks, and the Assortment wanted does not bear, in Proportion to the Produce, more than $\frac{1}{5}$th of the Five Fabrics, and not $\frac{1}{20}$th of the Ordinary. Such being the Case, the Commercial Chief and his Superintendants *surely cannot, in Reason or in sound Policy,* have an exclusive Privilege, so big with Ruin *to the Weavers, and all the other numerous Body of People employed in preparing Materials for the Loom.* These are Circumstances that cannot bear the least Doubt. They are stubborn Facts, and what we are ready to prove when called upon.

Permit us then humbly to request you would be pleased to publish a free and unlimited Encouragement to all Merchants, to carry on their Commerce with Safety under the Protection of your Government; and that every Obstacle of this Kind, as well as the Superintendancy of those Aurungs, the Curtain behind which they skreen themselves, may be removed. The Quantity wanted by the Company, when compared to the Whole, is so very inconsiderable, and what might be so easily provided, that every Argument, every Pretence to the contrary, is not worthy of serious Reflection; nor can there be urged, by the most subtile and designing, a single Plea to invalidate, in One Instance, what we have here taken the Liberty to set forth.

We cannot, in Justice to C. W. Boughton Rous, Esquire, Provincial Chief, neglect this Opportunity of testifying our public Approbation of his disinterested and impartial Conduct; as well as to return him Thanks for the Readiness he has always shewn of giving every reasonable Assistance and Encouragement to the fair Trader; being sensible, that the Happiness and Prosperity of the People immediately under his Government, depended on a full and secure Possession of their Property, a mutual Intercourse and reciprocal Exchange of Advantages between the Merchants and Manufacturers; and were our present Cause of Complaint removed, we might hope to see this once rich and flourishing Province restored to its former happy State.

The Note, N° 3, is Mr. Rous's Answer to Mr. Cree's Second Representation. N° 4, and 5, are Contracts positively entered into between Mr. Hatch and Mr. Cree, which proves the Whole of our Remonstrance.

We are, &c.

(Signed)
Robt Hunter,
John Cree,
James Kerr,
Bernd Mc Callum,
A. J. Dormieux,
Jos Bruce.

Dacca,
the 8th July, 1776.

No. 1. Copy of a Note from C. W. Boughton Rous, Esquire, Provincial Chief, to Mr. Cree; dated May 17th 1776.

Sir,

I have examined the Contents of the Letter you delivered to me last Night; from which I am sorry to observe, that the Factory Gomastah should have presumed to oppose your Purchases, and equally astonished to find the Officer of Justice supporting such Oppression by his Authority. This Person was, a few Days ago, summoned at Dacca, to answer for other Abuses of his Power; and if you chuse to pursue the Matter, I will take Care that the Company's Gomastah shall be brought to a severe and public Scrutiny; but if you are disinclined to stand forth as Complainant, I will

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I will satisfy myself with procuring you Redress in the present Occurrence, and acquainting the Gomastah that he will be punishable for impeding the Freedom of private Trade. For the present I send you a Perwannah of Reprimand to the Naib of Adawlut, whom I understand to be still at his Station; which I flatter myself will produce the Effect required; if not, I beg you will please to inform me, and I will render you every equitable Assistance in my Power.

I am, &c.

(Signed) C. W. Boughton Rous.

No. 2. Copy of a Note from Thomas Legh, Esquire, acting Commercial Chief, to Mr. Cree; dated 17th May 1776.

Dear Sir,

I am greatly concerned at the Difficulties that have arose to you from the Situation of your Gomastah at Teetbaddy, and have wrote upon the Subject to the Company's Gomastahs there, in the fullest Manner; your Servant will be immediately released. It is not, as you observe, always an easy Matter to distinguish the Truth in these Cases—you can best judge. I am sorry, neverthe-less, that you are induced to recall your Gomastah: Disagreeables will occur in Business, however well conducted. I am always happy to render you such Assistance as may be within my Power, being,

Dear Sir,

Yours very sincerely,

(Signed) Thos Legh.

No. 3. Copy of a Note from C. W. Boughton Rous, Esquire, Provincial Chief, to Mr. Cree; dated July 3d 1776.

Sir,

I am extremely sorry that you have still Cause to complain against the Factory Gomastahs. If I have Permission to consider your Letter to me of Yesterday's Date as a public one, which I hope you will allow me, the Measures I shall take upon it will convince you of my Determination to protect the Merchant, and defeat, as far as my Power extends, all Influence of the Company's Name, when employed to the Detriment of private Trade. In any Representations you may make upon this Subject, I promise you my utmost Support.

I am, Sir,

Your most obedient humble Servant,

(Signed) C. W. Boughton Rous.

I will order a Perwannah for your Gomastah's Release.

No. 4. Copy of an Agreement between Mr. Hatch and Mr. Cree; dated March the 26th, 1776.

A.	Seerbettys, Muster Piece prized at		—	4	13
A.	Annundees,	D° D°	—	3	14
A.	Mamoodhiattys,	D° D°	—	2	14
A.	Seerbunds,	D° D°	—	2	10

Agreement between Mr. Hatch and Mr. Cree, for the Delivery of Cloths according to the above-stated Prices, and the following Terms.

1st. Every 100 Pieces of each Assortment to be duly proportioned as follows; viz. 30 P^s of A—40 of B—and 30 of C. and according as the Letters.

2d. Graduate such reasonable Allowance to be made as is customary.

3d. The Prizing of the Cloths to be left to Mr. Hatch.

4th. No Cloths will be received by Mr. Cree lower than the Third Letter, or Letter C.

N. B. The Cloths to be delivered at Mr. Cree's House at Dacca, without any other Charges of any Kind, than the Prices agreed to.

(Signed) G. Hatch, J. Cree.

Witnessed by

Jn° Richardson,

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Nº 5. Copy of a Second Agreement between Mr. Hatch and Mr. Cree; dated Dacca, 17th June 1776.

Mr. Hatch has agreed with Mr. Cree, to furnish him Monthly with Six hundred Pieces Mulmulls, at the following Rates and Proportions.

		Rs.	As.	
Surbetties.				
30 Pſs. A.	- - -	a 4	13	at 86. 4. per Corge
40 Ditto B.	- - -	4	2	
30 Ditto C.	- - -	4	—	
100—				
Annundees.				
50 Pſs. A.	- - -	a 3	9	at 68. 12. per Corge
50 Ditto B.	- - -	3	5	
100—				
Mamoodiattees.				
50 Pſs. A.	- - -	a 3	—	at 58. 2. per Corge
50 Ditto B.	- - -	2	13	
100—				
300 Pſs.				

Agreed, That a Copy of the above Letter be tranſmitted, with the following one, to the Board of Trade.

To William Alderſey, Eſquire, Preſident, &c. Members of the Board of Trade at Fort William.

Gentlemen,

Encloſed we tranſmit you the Copy of a Letter which we have received from ſome Merchants at Dacca, and requeſt you will be pleaſed to cauſe an immediate Enquiry to be made into the Facts contained therein; the Charges alledged againſt Mr. Hatch and Mr. Day, and particularly into the Fact of Mr. Hatch having entered into a Contract with Mr. Cree, for a Delivery of Articles, which he would not ſuffer him to purchaſe directly of the Weavers, under Pretence of his acting by Authority.

We have given Orders to our Provincial Chief and Council at Dacca, to enter into a ſimilar Inquiry upon the Spot; and requeſt, that if any of the Aſſiſtants or Servants under you, ſhould be called upon by the Provincial Council, you will direct them to attend, and give ſuch Information as may be required of them. We hope, from your Prudence and Juſtice, that you will heartily unite with us in reſtoring the Freedom of Trade to that Country, if it ſhall appear to have been violated in the Manner which the Petition ſets forth; and to place it on ſuch a Footing of Equality, as ſhall be conſiſtent with the late Orders received from the Company.

We ſend you the Muſter Cloths which accompanied the Letter from the Merchants, and deſire Mr. Legh may be examined relative to the Obſtructions complained of by Mr. Cree, which he endeavoured to remove.

We requeſt you will keep ſeparate Proceedings on the Subject of this Letter, and furniſh us with a Copy of them as ſoon as poſſible.

Fort William, the 19th July 1776. We are, &c.

Agreed alſo, That a Copy of the Merchants Repreſentation be tranſmitted to the Council of Dacca, with the following Letter.

To Mr. C. W. Boughton Rous, Chief, &c. Provincial Council of Revenue at Dacca.

Gentlemen,

Encloſed we tranſmit you Copy of a Letter which we have received from ſome Merchants at Dacca. We deſire you will inveſtigate the Truth of the Facts therein ſet forth (the Charges alledged) Vide Board of Trade Letter to "Authority." You will receive from Mr. Rous the Particulars of the Enquiries formerly made by him upon this Subject, and report the Reſult of your Proceedings to us as ſoon as poſſible.

We have deſired the Board of Trade to direct, that if any of the Aſſiſtants, or Servants under them, are called upon by you, they ſhould attend, and give ſuch Information as may be required of them. We expect, therefore, that you will call before you all Perſons whom you imagine can afford you any Lights into the Complaints.

Fort William, the 19th July 1776. We are, &c.

Agreed, That the following further Letter be written to the Board of Trade.

To

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To William Aldersey, Esquire, President, &c. Members of the Board of Trade at Fort William.

Gentlemen,

As we have Reason to believe, that the Balances outstanding against the Weavers employed in the Provision of the Company's Investment have been made use of as the Means of perpetuating their Servitude, being for the most Part irrecoverable or desperate, we request that you will furnish us with a general Account of the Balance due from each Aurung or Factory, stating the progressive Accumulation of it in each Year, during the Course of the last Ten Years. Our Object in desiring this Information, is to be furnished with Materials for proposing some Plan of Relief to the Manufacturers, and of a Security for the Liquidation of the Debt which may be justly due on this Account to the Company.

As we understand that the Balances have increased in the Dacca District, in a greater Degree than in any other Parts of the Provinces, we wish to know what may have been the Cause of that Increase; particularly in what Manner, and from what Cause, the Balances arising on the Advances for the Investment of the Year 1774, were incurred.

We wish to receive also a List of the Weavers to whom Advances have been made on Account of the Company's Investment for this Year in Dacca, with the Amount advanced, and the Balance of the last Year which may be due from each. This Account we desire may be sent us in the original Bengal Language, as well as the English.

Fort William, the 19th July 1776. We are, &c.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Gentlemen of the Supreme Council of Calcutta.

Honourable Sir, and Sirs,

The early Notice with which you have been pleased to honour our Remonstrance, and the Directions you in consequence gave to the Provincial Chief and Council here, to investigate into the Truth of what we therein set forth, gave us Hopes that a speedy Determination would be the Result.

The Council here, in a circular Address, under Date the 29th July, informed us, that they had appointed this Day, being Friday, for the Commencement of their Enquiry, and required our Attendance: We were therefore greatly surprized to receive last Night, a second circular Letter, under Date the First Instant, acquainting us, that they had postponed the Matter, without assigning any Reason, or even nominating a future Period for receiving our Proofs. This Circumstance naturally leads us to suppose, that the Majority of the Board are not inclined to receive these Proofs: We in Consequence, Honourable Sir, and Sirs, take the Liberty to forward them to your Honourable Board. They consist of the Declarations of Five separate Gomastahs, taken upon Oath before the Phouzdar of this Place (N° 1 to 5); and a circumstantial Account of what had passed between Mr. Hatch and Mr. Cree, likewise taken on Oath before the Provincial Chief (N° 6). These Depositions are incontestible, and fully prove that Mr. Cree has been, and is prevented, from purchasing the same Cloths at the Aurungs that Mr. Hatch had contracted with him to furnish; which original Contracts, Receipt for the Money advanced, and Invoices of Goods delivered by the said Mr. Hatch, are in the Possession of Mr. Cree, and shall be sent to you if ordered. On these Proofs, and your Candor, we rest the Merits of our Cause, and let our Opponents disprove them if they can. We likewise enclose the Two circular Letters from the Assistant Secretary (No. 7 and 8.)

As Mr. Cree's Business in particular suffers in the intermediate Time, being obliged to withdraw his Gomastahs from the Aurungs, as they can purchase no Goods, which must be attended with the most ruinous Effects to his Constituents, whose Plan depends on his being able to complete their Investment; we earnestly beg, Gentlemen, that you would honour us with your Determination, as from it we can only know on what we are to depend. This Request, we hope, will appear just and equitable to you.

We are with Respect, &c.

(Signed) Robert Hunter, John Cree, James Kerr, Bern^d M^c Cullum, A. J. Dormieux.

Dacca, 2d August 1776.

No. 1. Mahadeb Gomastah's Affidavit.

I, Mahadeb, Sircar, Mr. John Cree's Gomastah, went to Teetbandy Aurung, to purchase coarse Tanjebs and Mulmulls; I carried Treasure with me, amounting to Two thousand Rupees, and settled there. Soon after which the Company's Gomastah and the Naib of Adawlut, in a Collusion together,

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together, put Peons over me; which put an entire Stop to my Business. On seeing of this, I wrote to my Master, and acquainted him what happened to me. When my Master received my Letter, he obtained a Purwannah from Mr. Rous, and sent to me to Teetbaddy; when I produced my Perwannah, then I was let at Liberty. A few Days after this happened, the Company's Gomastah confined my Deloll; and the Weavers from whom I bought Cloth were tyed up and flogged; Two or Three of the Weavers came and shewed me their Backs. At this Time they took Machulkahs from all the Weavers; after which I could not buy One Piece of Cloth; and Peons were stationed in different Places near my House, to stop my Business in the Night. Sometimes I bought by Stealth One or Two Pieces. And as my Deloll was confined, I went to speak to the Company's Gomastah, and told him, "You have confined my Deloll, which puts an entire Stop to my Business;" and he answered me, "You can do no Business here, unless you bring the Commercial Chief's "Purwannah to buy." When I saw all this Difficulty and Trouble, I wrote to my Master, who ordered me to leave Teetbaddy, and come up to him.

10th July. (Signed) Mahadeb Doss.

No. 2. Ram Ram Doss's Affidavit.

I Ram Ram, Sircar, Mr. Cree's Gomastah, went to Bowal Aurung, to settle there, and buy coarse Dooreas, Mugga Dooreas, and coarse Terrindams, the Assortments for Judda and Bussorah: For this Seven or Eight Days past Neelcunt Ghose, the Company's Gomastah, threatened all the Weavers in such a Manner, as to prevent them selling any Cloths; the Weavers told me, that they took Machulkahs from them, that they should not sell any Cloth to private Merchants. My Master's Muggadoreas, for which I made Advances, they were marked by the Company's People. This Day I have come to Town to complain to my Master, and to acquaint him with all those Particulars, and to tell him, that without the Commercial Chief's Purwannah, his Business cannot go on in that Aurung. Sometimes I buy a Piece or Two, but it is only at Night, and by Stealth. I can swear to the above Particulars.

(Signed) Ram Ram Doss.

Ram Ram Doss has sworn to the above before the Phouzdar.

No. 3. Annunderam Gomastah's Affidavit.

I, Annunderam, Sircar, Mr. Cree's Gomastah, was coming past Narranpore in a Pulwar with 201 Pieces of Baftaes, and 178 Pieces of Mulmulls, when Mr. Hatch's Gomastah, Honoop Chund Seal, assisted by a Number of People, seized my Boat by Force, on account of the Mulmulls I had with me, and detained me Four Days at Narranpore, and put Chokeydars on board the Pulwar, and beat and ill used myself and my People. When my Master sent Mr. Hatch's Perwannah then I was released.

(Signed) Annunderam Doss.

No. 5. Annunder Ram Gomastah's Affidavit.

I, Annunder Ram, Sircar, Mr. Cree's Gomastah, went to purchase coarse Mulmulls, at Churrut Baungah Aurung, the 30th Assar. When I arrived there, I found my Master's Deloll was confined at the Narranpore Factory, because he bought Cloth for my Master's Gomastah Ram Hurry. I staid there Ten Days, and found that no Weavers, through Fear, came to sell me their Cloth. At the End of the First Six Days my Deloll was enlarged, having Security at the Factory, and came to me, and told me, that on account of your Business I was confined and got into Trouble. Muchulkas were taken from the Weavers, to prevent their selling Cloth to any private Merchants. When I saw all this, I told my Master, who happened to be coming that Way, and he ordered me to leave the Aurung, since I could buy no Goods.

23d July. (Signed) Annunder Ram Sircar.

No. 4. Ram Hurry Gomastah's Affidavit.

I, Ram Hurry, Sircar, Mr. Cree's Gomastah, went to Churrut Baungah Aurung, to buy Cloth. Mr. Hatch's Sircar, Roopchund Baaboo, at the Narranpore Factory, sent me a Message by a Peon, telling me, I must not buy any more Cloth than what I already bought; he threatened, that if I did buy any more, he would take them for the Company, and that I should be abused; and for Two Days there was Two Peons stationed near my House to stop my Business; and all the Weavers were much frightened, and through Fear would sell me no Cloths, and told me the Factory People has taken Mochulkas from all the Weavers, to prevent them selling any Cloth to private Merchants; if they sold any Cloth, then they would be fined and punished. I bought a few Pieces in

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in the Night by Stealth; and seeing that my Master's Business would not go on in this Measure, I came to my Master to acquaint him with the above Particulars.

29th Assar. (Signed) Ram Hurry Sircar.

To Messrs. Robert Hunter, John Cree, James Kerr, Barnard Mc Cullum, A. J. Dormieux, and James Bruce.

Gentlemen,

The Honourable Governor General and Council having transmitted to the Chief and Provincial Council, Copy of your Memorial of the 8th July, and having directed them to investigate the Truth of the Facts therein set forth, and to call before them all Persons who can afford any Lights into the Complaints, the Chief and Provincial Council having in consequence appointed Friday next for the Commencement of the Enquiry, they have directed me to give you Notice thereof; and require your Attendance, with such Proofs and Evidences as you may have to bring in Support of the Charges therein contained.

I am, &c.

Dacca, July 29th 1776. (Signed) C. Burrowes, Assist. Sec.

When Mr. Cree complained to Mr. Hatch of the Violence committed by his Gomastah at Narranpore, in seizing Mr. Cree's Property, and detaining his People, Mr. Hatch gave for Answer, that Mr. Cree's Servant had purchased a Quantity of Mulmulls from one of the Pykars at the said Aurungs, which he would not allow; and offered to produce the Company's restraining Orders of last Season, in Support of what his People had done. Mr. Cree expostulated with Mr. Hatch on the Folly of his endeavouring to screen himself by those Orders, when it could be proved, his real Design was to monopolize all the Cloths, and that he could not possibly accomplish an End so destructive to the Province. Mr. Cree further told Mr. Hatch, that he was resolved to try the Merits of the Case in the King's Court at Calcutta. Mr. Cree further said, great as the present Difficulties he met with were, he supposed, when Mr. Hurst took Charge, he would find it impossible to procure his Investment; to which Mr. Hatch replied, that Cloths may be procured from Mr. Hurst upon the same Terms that he furnished them.

Sworn at Dacca, the 2d Day of August 1776. (Signed) John Cree.

Before me,
(Signed) C. W. B. Rous, Prov. Chief.

N. B. The Mulmulls herein mentioned are Serebottys, Annunders, and Mamoodheattys; the same Assortments that Mr. Hatch contracted to furnish Mr. Cree with.

To Messrs. Robert Hunter, John Cree, James Kerr, Barnard M'Cullum, A. J. Dormieux, and James Bruce.

Gentlemen,

The Honourable Governor General and Council having transmitted to the Chief and Provincial Council, Copy of your Memorial of the 8th July, and having directed them to investigate the Truth of the Facts therein set forth, and to call before them all Persons who can afford any Lights into the Complaints; the Chief and Provincial Council having in consequence appointed Friday next for the Commencement of the Enquiry, they have directed me to give you Notice thereof, and require your Attendance, with such Proofs and Evidences as you may have to bring in Support of the Charges therein contained.

I am, Gentlemen,
Your most obedient Servant,

Dacca, July 29 1776. (Signed) C. Burrowes, Asst. Secy.

To Messrs. Robert Hunter, John Cree, James Kerr, Bd. M'Cullum, A. J. Dormieux, and James Bruce.

Gentlemen,

I am directed by the Chief and Provincial Council to inform you, that some Circumstances having arisen, which oblige them to postpone the Enquiry into your Complaint; your Attendance To-morrow is not requisite. Notice will be given you as soon as the Board are enabled to proceed.

I am, Gentlemen,

Dacca, August 1st 1776. (Signed) Chas Burrowes, Asst. Secy.

To

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To the Honourable Warren Hastings, Esquire, Governor General, &c. Gentlemen of the Supreme Council of Calcutta.

Honourable Sir, and Sirs,

Since doing ourselves the Honour to address you under Date the 2d Instant, containing our Proofs in Support of our Memorial of the 8th July; we, on mature Deliberation, think it necessary, as we have been disappointed in not having a local Examination, agreeable to your Orders (to which no reasonable Set of Men could object; and we are surprized our Opponents should have hesitated, as it gave them every Opportunity of convincing the Impartiality of their Innocence) to submit the following Remarks and Circumstances to your Consideration, as they all serve to confirm and elucidate the several Facts represented in our Remonstrance.

The French were last Year obliged to purchase their Goods at Dacca, upon Commission, from the English Company's Servants, to the Amount of Sixty thousand Rupees.

Since, the Dutch Resident, Mr. Craigle, purchased from Mr. Day a Quantity of Cloths, which were returned at Mr. Day's Desire, being, it is thought, afraid Mr. Grueber would demand them for the Honourable Company; for as soon as Mr. Grueber was suspended the Service, he again sold them to Mr. Craigle.

The Aurungs are guarded with a Number of Sepoys, merely to preserve the Monopoly; for the Delolls procured Four Times the Quantity of Cloths without Sepoys.

In the Year 1774, the Monopoly was so complete, that the Armenians and Shopkeepers in Dacca were under the Necessity of paying to the Superintendants 40 per Cent. Advance upon Cloths purchased from them; we request the Armenians may be called upon to declare the Truth of this Circumstance.

The Up-country Merchants would not purchase on these Terms; they returned with their Money, and have never since visited Dacca. One of these Merchants applied for a Perwannah to carry back with him Eighty thousand Rupees, which was lost to this Province.

The Superintendants have oppressed the Delolls and Pykar, and seized their Houses in the Aurungs. As a particular Proof of the Violence with which they have conducted themselves, we take the Liberty to inclose the Copy (No. 1.) of a Petition from Ramgongah, a Pykar residing at Junglebarry, against one of them, of a very extraordinary Nature. The Validity of which cannot bear the least Doubt; the Original was delivered in to Mr. Grueber, in his Public Capacity, as Commercial Chief, and we request he may be ordered to produce it. We, from Motives of Tenderness, avoid commenting on Transactions of this Kind; a Delicacy which, we have many Reasons to believe, would not be observed to us, were we in the same Situation.

We also inclose (No. 2.) a particular and general Statement of the Dacca Manufactures; by which it will plainly appear, there can be no Difficulty in providing the few Lacks wanted for the public Investment, and leaving the most unlimited and extensive Room for Speculation, and the Execution of Orders from the Merchants.

On collecting and placing the Whole of what we have wrote in one general View before you, relative to this Monopoly, we flatter ourselves the Truth of it will fully appear. As it is not our Intention to perplex or mislead, we have confined ourselves to the bare Representations of Facts, and leave it to the Judgment of our Superiors to determine on them.

We are with Respect, &c.

Dacca,
31st August 1776.

(Signed) Robert Hunter,
James Kerr,
John Cree.

P. S. The Paper (No. 3.) contains a gross Calculation of the Charges attending the Provision of the public Investment, and, we believe, upon strict Enquiry, it will be found to be pretty near the Truth.

List of Money and Effects taken from Ram Gongah, Pikar, by a Superintendant and his People, viz. at Jungle Burry.

Ready Money	A. R^s.	11,000	—
Cloths, 152 Pieces, valued		2,400	—
Paid to Peons, &c.		113	8
Provisions to D°		100	—
Eight Chopper Houses		25	—
Bricks and Chunam		20	—
		13,658	8
Paid Neran Doss, the Superintendant's Banian		1,020	—
Ram Churn Gose, under Sircar, in Money, Bonds, and Jewels, &c.		970	—
	Arcot Rupees	15,648	8

Ditto — — — 2 Cots
Ditto — — — 1 Chair
Ditto extorted a Bond for 400 Rupees, which is still in his Possession undischarged.

PETITION

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PETITION delivered in by Ram Gongah, Pykar of Jungle Burry.

That on the 10th of Bysaack, in the Bengal Year 1181, the Superintendant came from Bauzetpore, and arrived at Jungle Burry about 10 o'Clock; and, instead of proceeding to the House that had been fitted up for his Reception, set off on his Way to my Habitation. When I heard he was coming, apprehensive of the Consequence, I immediately sent my Zeenanah out of the House, and gave them into Charge of Boly Conooram, Weaver. Afterwards the Superintendant and his Servants came to my House, and shutting the Doors, stationed Two Sepoys and Two Hircarrahs over my House, Goods, &c.; he then proceeded to my other House, and said he would stay there, and would not go to the one that had been prepared for his Reception; however, on the Superintendant's Consuma, Du Vashie, representing to his Master the Impropriety of his remaining there, he went to another Place, and took me with him, and said, you have done Business for the Company a long Time, I expect that you will give me a Lack of Rupees. I replied, I have committed no Fault, why should I give you that Sum? if you want to take by Force, my House and Person are in your Possession. When he heard this he was much displeased, and delivered me and my Gomastah into Charge of Two Sepoys and Two Hircarrahs, and ordered them to carry us to my House, and confine us there; such was accordingly done. Afterwards Bendabond and Four Hircarrahs went and seized my youngest Brother Brijoo Kiswar and Three Mohorees, and confined them in a House, close to whom the Superintendant resided, and directed them to deliver all the Deloll, Mahalat, and Tajaraut Papers that were in their Possession. He then sent Four Hircarrahs to fetch my Head Brother Nundoo Kishar, who was accordingly brought before him, but some People representing that he did no Business, but spent his Time in praying, he let him go. He then sent Four Hircarrahs and Peons to bring my Second Brother Soberam, and threatened to flog him, and kept Hircarrahs over him, and told them not to let him go out of their Sight. Afterwards Bindrabond Hircarrah came in the Night, by his Master's Order, and nailed the Door of my House, and stationed Eleven Peons and Burgandasses over my Golah. On the 14th of Bysaak, about Ten o'Clock, Brindabond and some more Hircarrahs returned, and opened the Door of my House, went in, and seized 152 Pieces Cloths appertaining to me, and took them away with them, and fastened the Door again. The Superintendant then sent for me, and said he would take my Cast if I did not comply with his Request, and threatened he would use my Brothers in the same Manner. On hearing these Words I was alarmed, both on my own Account and Brothers. On the 21st of Bysack, about Nine o'Clock at Night, Ram Churn Ghose, Sircar to the Superintendant, and Bindrabond, and Beso Jagoodjur, came to my House, and taking the Key from Gocul my Tabildar, opened the Treasure Chest, and took 3,000 Rupees in Specie, and Gold Ornaments, as per List abovementioned, which they carried away with them, and delivered to their Master. Exclusive of this, the Superintendant forced me to give him a Bond for A. R^s. 8,000, and confined me 12 Days more, at the Expiration of which, he released me and my Brothers: In the Course of the Time that the Sepoys and Hircarrahs were stationed over my House, they seized every Thing, even my Cott, Stool, &c. Some Days after the Superintendant returned to Dacca, and forced me to pay the Amount of the Bond, which I accordingly did; notwithstanding which he detained the Bond, and would not return it me. In respect to the Gold Ornaments, Ram Churn Ghose Sircar took to himself Rurrees, and the Remainder he returned to me. One of the Superintendant's People, Narrandoss, took a Bond 1,000 Rupees from me, and on his Arrival at Dacca made me pay him the Amount. Ram Churn Ghose also made me give him a Bond for 400 R^s. and Promissory Note payable on his Arrival at Dacca for 600 Rupees more, the latter of which I paid him. In the Month of Maug, Ram Churn Ghose returned to Jungul Barry, and took 250 Rupees from me in part Payment, and kept the Bond for the Balance due upon the 400 Rupees. Exclusive of these Charges, I was put to great Expence for Peons and Hircarrahs, that were stationed over me; and in the Month of Phaugoon, the Superintendant seized the Bricks and Chunam from my House, and made Use of them in building a House for himself.

I hope for Redress. Ram Gongah being unable to attend himself by Indisposition, has deputed his Brother, Bridjoo Kissore, who was present at the Time, and is the Person mentioned in the Petition to have been confined; therefore swears to the Truth of the Losses his Brothers have sustained, and the Injuries done them, as set forth in his Petition.

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DACCA CLOTH MANUFACTURES for EXPORTATION.

Eight Dacca Aurungs.	Number of Looms.	3 Weavers to each Loom.	Species of Cloths.	Number of Pieces.	Threads in each Piece. Ch^t	Threads in each Piece. Sk^s	Weight of Thread. Md^s	Weight of Thread. Sk^s	Value of the Cloths. A. R^s
Betty, — —	1,700	5,100	Doreas and Jamdanes,	17,000	2	—	850	—	3,71,500
Dumroy, — —	1,500	4,500	Terrandams,	15,000	1	8	562	20	3,00,000
Sunargong, — —	1,600	4,800	Fine Mulmuls,	15,000	1	—	375	—	4,31,600
Mucheca Call, —	1,200	3,600	Coarse Mulmuls,	1,10,000	1	8	3,437	20	5,60,500
Tusbadie, — —	1,200	3,600	Cora Tanjebs,	12,000	1	4	375	—	1,19,000
Junglebarry and Bajetpore,	700	2,100	Finest Muslins,	6,000	1	—	150	—	2,49,800
Ana and Seripore,	200	600	Dimmities,	2,000	2	—	100	—	16,000
Chaunpore and Serampore,	300	900	Baftaes, Jonas, and Copaes,	3,000	2	—	150	—	40,000
	8,400	25,200	— — —	1,80,000	—	—	6,000	—	20,88,400

Charges Merchandize upon 1,80,000 P^s, Value Arcot Rupees — — — —		20,88,400
To washing, dressing, Gold Heads, and finishing 50,600 Pieces of fine Cloths, at 2 R^s 8 A^s per Piece, — — — —	1,26,500	
To washing, dressing, and finishing, 1,29,400 P^s of coarse Cloth, at 12 A^s per Piece, — — — — — —	97,050	
To Delally, Picary, and Aurung Charges, Eight per Cent. — —	1,67,072	
To Government's Duties, Siccas 2 R^s 8 A^s, or 52,210, Batta 4,177, —	56,387	
To embaling and Boat Hire 900 Bales, 200 Pieces in a Bale, at 21 R^s per Bale, — — — — — — — —	18,900	
		4,65,909
Arcot Rupees		25,54,309

N. B. The Commission and Calcutta Duties paid by private Traders, are not included.—The exorbitant Charges (vide N° 3.) paid by European Companies, being in a great Measure superfluous, are not here included, only so far as they are obliged to pay in common with other fair Traders.

Number of People employed.

Thread in Cloths — — — —	6,000	8,000 Maunds.	
Ditto in flowering, and for Sale — — —	2,000		
One Woman prepares Cotton, and spins about 4 Seers per Annum —		Women	80,000
Thread from Surat Cotton, — — — Mds.	500	8,000 Maunds.	
Ditto from Dacca Capass — — — —	7,500		
7,500 Maunds Thread, require Capass 50,000 Mds.			
The Cultivation of 3 Mds. Capass, gives Half Employment to Two Ryots for Six Months, November and April inclusive — — —		Ryots —	33,333
Weavers, and their Assistants — — — —			25,200
Rusfagurs — — — — — —			400
Chickendars — — — — — — —			300
Washers — — — — — —			300
Dressers — — — — — — — —			600
Coondeegurs and Sackagurs — — — —			400
Cassidah Flower workers (Women) — — — —			5,000
Cibegurs 25, Burmagurs 10 — — — —			35
Nackasses — — — — —			10
Badlagurs — — — — —			100
Packers — — — — — —			150
Delals and their Gomastahs, Sircars and Servants — — —			205
Picars and their Gomastahs, Sircars and Servants — — — —			543
25 Boats, 7 Men to each (Dandies) — — — — —			175
			1,46,751

The

The Dacca Aurungs formerly produced Cloths for Exportation to the Value of Thirty Lacks of Rupees; but in their preſent ruinous State, above Twenty-five Lacks Value cannot be manufactured, excluſive of the coarſe Cloths uſed by the Natives, ſuch as Hummums, Gurrahs, Baſtaes, Geezies, Catchies, Muggies, &c.

Suppoſe the Manufacturers (excluſive of the Ryots) 1,00,000, their Manufacturers Values 25,00,000 Rupees, or 25 Rupees each Perſon per Annum: If the Trade is confined to Five Lacks, or Five Rupees each Perſon, how can they live? How can they pay the Honourable Company? This accounts for their preſent great outſtanding Balances. It is evident the Honourable Company ſhould either give full Employment, or a free Trade to the Manufacturers.

The Honourable Company have been pleaſed to order, that no private Purchaſes ſhall be made, until their Inveſtments are compleated. In Dacca, this Order is in Effect an abſolute Prohibition of all private Purchaſes; for the Agents are obliged to iſſue Advances for the following Year, before the preceding Year's Inveſtment can be compleated according to the preſent Mode. As a Proof of this, their Inveſtment for 1774 is now One Ninth Part incompleat. Under the Delolls, before they were oppreſſed by venal Servants, the Trade flouriſhed, Riches flowed from every Quarter, and the Honourable Company's Inveſtment was procured without Loſs or Diſappointment; which ſhews, that contracting is the moſt eligible Mode for the Honourable Company; and this may be done, as well in Calcutta as in Dacca. The Charges and Loſſes amount to about 70 per Cent.; a fair Contractor would be glad to deliver Cloths in Calcutta at a much ſmaller Profit. But if this Order is to be enforced, and the Honourable Company's Inveſtment to be reſtricted to Five Lacks, the following Conſequences will, in all Probability, enſue.

Some Years ago, Thirty Lacks Value in Cloths for Exportation were procurable in the Dacca Aurungs; whereas, at preſent, more than Twenty-five Lacks cannot be expected; from which deduct this Year's Inveſtment, Five Lacks, the Remainder, 20 Lacks, or a conſiderable Part of it, will be loſt to this Country. The induſtrious Manufacturer muſt ſuffer accumulated Ruin by Loſs of Employment, and Inability to pay their Debts to the Honourable Company. The Revenue will ſoon feel the bad Effects, for every Manufacturer is a Farmer, and conſequently the Honourable Company, as well as the moſt advantageous Commerce of this Country, muſt ſuffer a moſt material Injury — — — — — — — —	20,00,000
The Government and Calcutta Duties, Five per Cent. upon 20 Lacks of Rupees, amounts to — — — — — —	1,00,000
A Duty paid to Government in Dacca by the Delolls and Pykars, for the Cloth Mahals, 3,600 per Year, which ceaſed when the Monopoly in 1774 commenced —	3,600
If Trade was given free and flouriſhing, 25 Lacks in Cloth would require 50 Thouſand Maunds of Dacca Capaſs (Cotton); which, at Ten Rupees per Maund, is 5,00,000 Rupees, Half of which is Revenue; but if the Manufacture is reſtricted to Five Lacks, 10,000 Maunds of Capaſs will be ſufficient, which at the preſent low Price, Three Rupees (a ſtrong Proof of a periſhing Manufactory) the Amount will only be 30 thouſand Rupees; Half of which being Revenue, ſubſtracted from 250 thouſand, gives a Deficiency of Zemindar's Revenue 2,35,000 Rupees, beſides the Injury to the poor Ryott — — — — — —	2,35,000
A.R^s —	23,38,600

When to the above Loſſes are added the Riſque of Depopulation by Famine, and Emigration of the moſt valuable Subjects of this Country (the Manufacturers and Ryotts) the Honourable Company had better ſink in the Ganges their Dacca Inveſtment, by which for ſeveral Years they have been great Loſers, than perſiſt in a Meaſure of ſuch ruinous Tendency, without any Proſpect of Advantage, except to Three of their Servants, the Chief, and his Two Superintendants. Unſhackle the Cloth Trade; protect the Manufacturer, the Ryott, and the Fair Trader; aboliſh impolitic Taxes upon this ſtaple Export; encourage all foreign Purchaſers, this Trade will revive, and the Influx of Specie for the Manufactures, the original Source of this Country's Riches, may again return, to balance the aſtoniſhing Drains which this Country has ſuſtained of late Years. The Diſtrict has ſenſibly felt the fatal Effects of reſtricted Trade. Within this laſt Twelve Months the Honourable Company have tranſported to Calcutta 25 Lacks of Rupees: When the Cloth Trade flouriſhed this never happened; the Merchant was glad to take their Bills upon Dacca for the Purchaſe of his Goods, the Produce of the Diſtrict. The Inland Trade with this Diſtrict is now loſt. In 1774, when the Monopoly commenced, the Up-country Merchants brought to Dacca large Sums of Caſh, as uſual; but carried it all Home again, rather than pay to the Superintendants a Profit of 40 per Cent. The Armenians living in Dacca were obliged to purchaſe from them at this Rate, and to pay a Duty of Five per Cent.; beſides, there is no Market in India will bear ſuch a Premium.

Dacca, 31ſt Auguſt 1776.

(Signed) Robert Hunter,
John Cree,
James Kerr,
Bern^d M^c Cullum.

ENCLOSURE

ENCLOSURE (N° 3.)

A Gross Calculation of the Charges Merchandize upon the Honourable Company's Dacca Investment of 5 Lacks of Rupees, 1776.

Pay and Allowance to the Commercial Chief, Assistants, and Charges of the Buxey Connahat, 2,500 A. Rs. per Month	30,000	
Factory Establishment, at 1,400 Rupees per Month	16,800	
Profits by Aurung Charges, and Superintendants Allowances, charged at 12. 8. per Cent. whereas 8 per Cent. is fully sufficient, Rup^s 4. 8 A^s	22,500	
Profit of the Export Warehouse, to the Chief, &c. by Gold Thread, Washing, Dressing, Flowering, Embaling, &c.	15,000	
Dead Stock, valued at 80,000 Rs. (Factory House 50,000, Tesgong House 12,000, Mr. Legh's House 8,000, and Mr. Day's House 10,000) Interest at 10 per Cent.	8,000	
Sepoys, 100 for the Factory, 40 in the Aurungs, and 20 to guard Boats, &c. at 6 R^s per M^o each, is 960	11,500	
Loss by Balance at 10 per Cent.	50,000	
Profit to the Agents, on the Rupees advanced to the Weavers, at 3 per Cent.	15,000	
Rebuilding Part of Tezgong House	7,000	
		1,74,820
Superfluous Charges.		
The real and necessary Charges of an Investment, amount to about R^s 22. 5 A^s per Cent. (vide Statement of the Dacca Manufactures, N° 2.) which upon 5 Lacks is		1,11,600
Interest upon 5 Lack, for One Year, at 10 per Cent.	50,000	
Damages and Risque of the River, at 1 per Cent	5,000	
		55,000
AR^s A^s		
Amount of Charges 68. 4. 6. per Cent.		3,41,420

Remarks. The Calcutta Duties, 2½ per Cent. or 12,500 AR^s, are not included; neither is the Loss and Risque attending the Agents playing with the Company's Money, nor the Profits gained by the Agents upon Sales of the Honourable Company's ferreted Cloths, which in Justice should be carried to the Credit of the Company. The Armenians and Shopkeepers in Dacca have been obliged to purchase them at the Rate of 40 per Cent.; the Agents also procure Cloth to private Merchants at 10 per Cent. Commission; unless they are very faithful Servants, the Balances may fall upon their honourable Masters; and if they should advance the Honourable Company's Money, the private Trade will gladly give him Ten per Cent. more as Interest, which is a clear gain to the Agent of 20 per Cent. at the Expence and Risque of his Masters. For the general Loss to the Honourable Company and this Country, see N° 2.

The preceding Calculation, however incorrect, is sufficiently exact to shew that the Honourable Company pay nigh Seventy per Cent. Charges upon their Dacca Investment, and it is certain that the Natives would sell their Cloths for One-third of the Profit in Calcutta, and Delolls would contract to deliver their Investment in Calcutta, completely finished, for Half the Sum: From which it is evident, that the mercantile Factory at Dacca (and perhaps every Factory in the Country) is not only useless, but a heavy Loss to the Honourable Company, besides being productive of the almost total Ruin of this valuable Branch of Trade, by the enormous Abuses of their Agents.

LETTERS from the Board of Trade.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Gentlemen of the Council.

Honourable Sir, and Gentlemen,

Since writing to you the 26th of last Month, we have received a Letter from Mr. Hurst, our Chief at Dacca, in consequence of the Charge exhibited against him by Mr. Cree; Copy of which, and of the several Papers therein referred to, we have the Honour to enclose.

We beg Leave also to lay before you, Copy of the Report of the Export Warehouse Keeper and Superintendant of Investment, on the Two Pieces of Cloths which accompanied the Remonstrances in Support of the express Charge against Mr. Hurst.

One of the Pieces of Cloth, called a Doorea Mugga, is used for the Gulph Trade, and is not of an Assortment employed in the Company's Investment; it is however to be remarked, that this Piece does not bear the Impression of the Company's Chop or Seal, as alledged in the Remonstrance, but has the Words "English Company" wrote upon it in Bengallee, and in another Part the Name of the Cloth, Doorea Mugga, and of Mr. Cree.

The

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The other Piece is marked with the Company's Chop, though it has also the Seal of Mr. Cree, with the Word "Seerpeach" written upon it in Bengallee. By the Report already referred to, it appears, that this Assortment of Cloth passes under Two different Denominations, Seerpeach and Seerbund; under the First Name it is used for the Gulph Trade, under that of Seerbund it is taken for the Company's Investment; being Cloths of the same Texture, Length, and Breadth—a Circumstance which refutes in Part the positive Assertion in the Remonstrance, that such Goods are never provided on the Company's Account.

As Mr. Hurst intimates that he should very soon write, particularly on the Contents of the Remonstrance, we shall immediately on Receipt of his Letter address you again upon that Subject.

We are, &c.

Fort William,
the 2d August 1776.

(Signed)

William Aldersey,
Cha[s] Bentley,
Rob[t] Balk,
William Barton,
Nath[l] Bateman,
Henry Cottrel,
Edward Stephenson.

To William Aldersey, Esquire, President, &c. Members of the Board of Trade at Calcutta.

Gentlemen,

I have had the Honour to receive your Letters of the 9th and 16th Instant. Agreeable to your Directions in the former, I will receive into the Treasury such Sums as may be tendered on Account of Mr. Grueber, and duly credit him for the Amount. The latter, inclosing an Account of Entries to be made in the Factory Books, which shall be immediately done; the Memorial and Letter from Mr. Cree, also enclosed therein, will claim my more particular Reply very shortly; in the mean Time I flatter myself you will not be biassed by a Representation *so false* and *so injurious*, both to my own Character and those of the Gentlemen acting immediately under me.

This Address will be accompanied by a Number of Papers of extraordinary Import, which I have numbered and endorsed for the Convenience of referring to; but it will be first necessary to inform you of the particular Circumstances which occurred previous to Mr. Cree's Representation to Mr. Rouse. Mr. Cree waited upon me, and informed me, that his Deloll had been obstructed in his Business by the Company's Gomastah at Teetbaddy, and the Cloths for which he had made Advances had been chopped. I told him, if he would deliver me a List of the People to whom he had advanced Money, that I should be very ready to render him any Satisfaction in my Power; but that I must first be convinced the Weavers he represented to be in his Employ were not working upon the Company's Money. Mr. Cree not being satisfied with this, declared he should seek Redress elsewhere. Desirous, as I ever shall be, to give every Satisfaction to Individuals consistent with the Duty I owe to my Employers, I determined to depute Mr. Day to Teetbaddy, with Directions to make the minutest Enquiry into the Circumstances of Mr. Cree's Complaint. Lest any Objections should be made to Mr. Day, as a Person influenced, I wrote to Mr. Cree what will be found in Number 10 (having before signified to Mr. Day, that the Attendance of any of Mr. Cree's People must be admitted). Mr. Cree, however, not being at his House, but at the Distance of Three or Four Days Journey, and not knowing when he might return, I did not think it necessary to stop Mr. Day's Proceedings. Whilst these Measures were proceeding, I received the Letter from the Provincial Council (N° 2.) The constructing such Complaints, so injurious to the Servants here, into Facts, upon the single Instance of Misconduct in one Gomastah, appear to me so very like a Determination in the Provincial Council to strike at the Root of the smallest Influence the Company now exert in their Commerce, and was so immediate an Espousal of the Cause of unlicensed Individuals, even though contending against their own Employers, that I could not avoid taking the Alarm, particularly as it carried every Appearance of a Desire to throw me into Difficulties upon my Arrival, quite a Stranger to the Business of this Factory. The Answer I returned (N° 12) will best evince the Sense I entertained of this Conduct.

So disagreeably situated as I am with an Appearance of an unequal Contention for the Company's Rights, and for the Influence which must be exerted to secure their Investment; you will observe, Gentlemen, that I thought it necessary to declare, I would wait your Orders before I could answer future References of this Kind. This I thought the more prudent, because your Instances to the Honourable Governor General and Council might be attended with more Effect than the little cavilling here about the Powers of the Revenue Servants, or the Privileges in Trade, which we know the Honourable Company are entitled to.

The Investigation I have transmitted with my Letter (N° 15) to the Provincial Council, because I thought it proper they should be made acquainted how entirely Mr. Cree's Complaint was without Foundation; also, Mr. Cree declared to me, that his Cloths had been chopped. You will remark, that this Assertion is not taken up from the Letter (N° 4) he produces as written him by his Gomastah, which only declares that Chakeram Deloll was confined by the Company's Gomastahs upon Mr. Day's. No such Person was to be found as Chakeram Deloll; but it appears as fully proved as Evidences (taken without judicial Authority) can prove, that no Cloths whatever, not even those

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those of the Company at Teetbaddy, had been chopped; that Mr. Cree had made no Advances, and that he had, by under-hand Means, employed a Weaver, actually indebted to and working for the Company, with Assurances, or at least Hopes, that he would be protected from the Demands, however lawful, of the Company's Agents. Mr. Cree also, not content with enticing One Man from the Company, had, by sinister Methods, and tendering ready Money to the other Weavers, actually corrupted them so far as to induce them to sell him the Company's Cloths, (for the Company certainly received Cloths from the Teetbaddy Aurung) under the Prices mentioned in the Course of the Enquiry. From the Investigation you will further learn that Mr. Cree set out upon these Malpractices with holding out to the Gomastah at Teetbaddy the Terror of the Punishment he got inflicted last Year upon the Gomastah at Dumroy, which indeed the Revenue Gentlemen also lay much Stress on; an Instance how the best Intentions of Government may be abused, and shamefully made subservient to the Views and Designs of an interested Individual. A Remark, further worth the Board's Notice, is the Influence one Man was capable of throwing over the whole Body of Weavers, from the Expectation they were filled with by Mr. Cree's *Weaver* Agent, who offered to purchase for ready Money what the Company had already paid for; a strong Proof of which is the Difference of the Quantity of Cloths delivered before and after these Measures, so prejudicial to the Company, were suppressed.

Under the serious Reflections which these Facts are capable of creating in a Man, whose Character and Credit so materially depend on the Success of his Endeavours to secure the Company's whole Commercial Property at this Factory, the Board, I doubt not, will pardon my most urgent Instances to assert the Privileges of Trade which they enjoy, both from the Rights of their Charter and the Firmauns of the Country Government, obtained long before the Honourable Company acquired the Dewanny.

I trust, Gentlemen, that the Length of Time I have served the Honourable Company, without ever having incurred a Censure, either from my Employers or Superiors, will free me in your Thoughts from every Suspicion of being desirous of bettering my Fortune to the Destruction of the Manufacture, the Ruin of the Inhabitants, or the Exclusion of the Fair Trader; and tho' I must lament the Necessity I am reduced to, of opposing the Torrent of Opprobrium, which the Discontent of Individuals, thwarted in similar and illegal Designs, is loading me with, and also *the invidious Lights thrown upon the* Company's necessary Influence, by the frivolous and ill-grounded Complaint of a disappointed Man: Yet, in despite of every Odium I may incur, I am firmly resolved to maintain the Honourable Company's Commercial Privileges in their fullest Extent; and this being my only View, I cannot doubt your Support, especially as the above Circumstances clearly demonstrate how extremely requisite it is, to enable me to counteract itinerant Europeans, who, by a personal Attendance at the Aurungs, and clandestine nightly Purchases, have it in their Power to involve in Balance every Rupee advanced to the Weavers; or, what is nearly as bad, oblige me to receive inferior and unsaleable Cloths.

I shall only at this Time add, that the Company's Trade, so far from being prejudicial to the Country on its present Plan, is much more beneficial to the Manufacturer in every Respect, than *the former Mode of Provision by the* Delolls; and which is strongly corroborated by the Assertions *of the Weavers themselves.* Accompanying is a List of the several Enclosures.

I am, with Esteem,
Gentlemen,
Your most obedient Servant,
(Signed) G. Hurst.

Dacca,
the 24th July 1776.

A true Copy.
(Signed) J. King, Deputy Secretary.

A LIST of Papers enclosed in my Letters to the Board of Trade, dated the 24th July 1776.

N° 1. Copy of the Commercial Chief's Letter to Mr. Day, dated 6th July.

N° 2. Copy of the Provincial Chief and Council's Letter to the Commercial Chief, dated the 8th of July.

3. Copy of Mr. Cree's Letter to Mr. Rous, enclosed in the Provincial Council's Letter of the 8th of July.

4. Copy of a Letter to Mr. Cree from his Gomastah at Teetbaddy, dated the 20th of Assar 1183, enclosed in the Provincial Council's Letter, dated the 8th July.

5. Copy of the Commercial Chief's Letter to Mr. Day, dated the 9th of July, enclosing No. 3 and 4.

6. Copy of the Commercial Chief's Letter to the Provincial Council, dated the 11th July.

7. Copy of the Provincial Council's Letter, dated the 11th July.

8. Copy of a Petition of the Dacca Weavers, enclosed in the Provincial Council's Letter of the 11th July.

9. Copy of Mr. Day's Letter to the Commercial Chief, dated Teetbaddy, the 12th July.

10. Copy of the Commercial Chief's Letter to Mr. Cree, dated 14th July.

11. Copy of the Commercial Chief's Letter to Mr. Day, dated the 14th July.

12. Copy of the Commercial Chief's Letter to the Provincial Council, dated the 15th July.

13. Copy

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13. Copy of Mr. Day's Letter to the Commercial Chief, enclosing his Enquiry, dated the 19th July.
14. Copy of Mr. Day's Investigation at Teetbaddy, dated the 19th July.
15. Copy of the Commercial Chief's Letter to the Provincial Council, dated the 23d July.

A true Copy.
(Signed) J. King, Deputy Secretary.

To Mr. Matthew Day, Superintendant.

Sir,

Upon Receipt hereof, you will proceed to the Teetbaddy Aurung, and exert yourself in obliging of the Weavers to deliver their Cloths agreeably to the Advances they have received, and the Engagements they have entered into with the Company; as you will find, by the inclosed Copy of a Letter received from the Gomastah there, that the Cloths already received are short in Measure, and ill fabricated. At the same Time you will be pleased to inquire into a Complaint made to me by Mr. Cree, of some of his Cloths having, by Order of the Gomastah, been marked with the Company's Chop in the Looms, and his Purchases in Consequence put a Stop to: You will therefore, on your Arrival, endeavour to ascertain what Cloths have been chopped; whether they were manufactured by Weavers in balance to the Company, or had received their Advances for the current Year; whether such Cloths were of the Company's Assortments or not, and if the Weavers received Advances from Mr. Cree, or any other Merchant. In case such Weavers, whose Cloths have been chopped, are neither in balance nor received the Company's Advances, you will cause such Cloths to be left with the Manufacturer, and peremptorily forbid the Gomastah exercising any Authority whatever, or interfering with Weavers who are not under Engagements to the Company.

The Result of this Enquiry you will transmit me without Delay; observing to take the Deposition in the Presence of creditable Witnesses; acquainting Mr. Cree's Gomastah, that you are entering on an Enquiry of a Complaint made by him to his Master, against the Company's Gomastah, and desire his Attendance.

Dacca,
the 6th July 1776.

I am, Sir, &c.
(Signed) Geo. Hurst.

A true Copy,
(Signed) SWilding,
J. King, Dy. Secry.

To George Hurst, Esquire, Chief of the Factory at Dacca.

Sir,

Whilst the Orders we have received from the Honourable the Governor General and Council render it an indispensable Part of our Duty to promote an universal Freedom of Trade throughout the Dacca Province, it gives us great Concern to find any Influence exerted under the Name of the Company, which, by impeding the Purchases of private Merchants, shall tend to defeat that salutary Object. Of this Nature we find a very serious Instance alledged in the inclosed Representation from Mr. Cree to our Chief, concerning Violences offered to his Gomastah at Tutbaddy; which are the more aggravating, because our Chief had, a short Time before, taken Measures to offer him Redress, without bringing the Matter to such a public Discussion, as might have occasioned a Plea of Interruption to the Business of your Department. Upon a former Complaint from this Gentleman, against another of the Factory Gomastahs, we deputed an Assistant to the Spot, whose Enquiry proved incontestibly, that Mr. Cree had been prevented from purchasing Goods, not only which he had fairly advanced for, but which actually were not of the Company's Assortment.

We likewise understand, from a Petition delivered by a large Body of Weavers, that the Company's Gomastahs at Tutbaddy have seized and sequestered their Cloths in the Loom, thereby depriving them of the Means of earning a Subsistence for their Families. Such Power we apprehend cannot properly be exercised by the Gomastahs of an Aurung, and apparently must be hurtful to Industry, and the general Freedom of Trade.

As we mean to enforce all the public Regulations, and wish to respect every regular Exercise of Authority, we would beg of you to inform us whether any Stoppage of Cloths provided by Mr. Cree, or Violences offered to his Gomastah, and the Broker he employs, or the Sequestration of the Cloths of the Weavers, as represented in the present Complaints to us, have arisen from any new Regulations or Orders issued by you. We take the Liberty of proposing this Question, that we may guard from every possible Imputation of obstructing the Honourable Company's Investment, the Measures we may adopt for promoting that Liberty of Trade so positively established by the Governor General and Council, and without which this Province cannot prosper. We apprehend that no extraordinary Influence or Power can be requisite for the Gomastahs of your Factory, merely to enable them to secure for the Company an Investment which does not constitute a Fourth Part

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Part of the Cloths usually manufactured in the Dacca Aurungs; and continual Experience demonstrates how frequently such Power and Influence is abused.

We are,
Sir,
Your most obedient Servants,
C. W. Boughton Rous,
C. Purling,
J. Hogarthe,
Wm. Hollond.

Dacca,
July 8th, 1776.
A true Copy.
(Signed) Sam. Wildman.
A true Copy.
(Signed) J. King, Dep^ty. Sec^ry.

COPY of a Letter from Mr. John Cree to C. W. Boughton Rous, Esquire, Provincial Chief of Dacca.

Sir,

I am extremely concerned at being so often under a Necessity of troubling you upon my Affairs; but as the Difficulties and Embarrassments I daily experience affect the Public as well as myself, to whom in such Case can I so properly apply, as to the Person holding the Chief Authority in Dacca?

I beg Leave to send you a Letter received last Night from my Gomastah at Teetbaddy, which Sickness prevents my delivering personally; by which you will see I have for a long Time turned a deaf Ear to his Complaints; I was by no Means willing to credit him, on a Supposition that he magnified the Difficulties with a Design to cheat. Facts however are incontrovertible; there is now a total Stop put to my Business in that Aurung. My Deloll there is confined by the Company's Gomastah, and my own Gomastah's House surrounded Day and Night with Peons, in so much that the poor Wretch cannot stir Abroad, nor even dare to bring away those Cloths he has purchased. Arbitrary as the Country Government was, they nevertheless gave all possible Encouragement to this valuable Branch of Trade, knowing it to be the chief Support of the Dacca Province; but it was *reserved for the English to form* Regulations respecting this Branch, fraught with every evil *Tendency. The flagitious* Use made of the Company's and the Supreme Council's Orders (so contrary to their true Spirit) is a Scandal to the English Name. I confess you have always shewn a readiness to protect and support me; but I am only giving you a great deal of Trouble, as I plainly see the Evil is not to be redressed but below; I am therefore preparing a State of the Case in the best Manner I can, which I intend to lay before the Honourable Governor General and Council, for I find no End to Disputes. And as to the Provision of my Investment, it's impossible to accomplish it, except through those in the Cloth Department. In the mean Time be pleased to favour me with a Purwannah, that I may bring away the Goods already bought, and remove my Gomastah.

Dacca,
2d July 1776.

I am Sir, &c.
(Signed) John Cree.

A true Copy.
(Signed) Sam^l Wildman,

A true Copy, C. Burrowes, As^t. Sec^y.
A true Copy, J. King, Dep^t Sec^y.

TRANSLATION of a Letter to Mr. Cree, from his Gomastah at Teetbaddy.

Since Monohur Caw Hircarrah went away, I have had no Account of him, for which I am very sorry; from the Time Tellockrum aforesaid went, Chackeram Deloll has been confined in the Cooty, to this Day he has not released him. The Hundred and One Pieces of Cloth, which has been purchased, cannot be brought out; People are always watching without. The aforesaid Deloll has sent People into several Villages for Cloths and Weavers; his own People cannot come back; he has placed Peons in the Villages, for which Reason they cannot come back. It is on this Account I write; I do not know how to carry on the Business: You, Sir, ordered me to go to Amunabad; also have written, from your Knowledge of the Place where you live, and understanding perfectly the Manner in which Business is carried on in the Aurungs; are angry with me. In this I am helpless. How can I write in a Letter how the Country is ruined? it is very dangerous to stir out any where. What more shall I write? You have written that I quarrel; why should he belong to the Company? I belong to a Merchant; what Strength have I to quarrel with him. You having formerly wrote about Punishment, like to the Punishment of the Dumroy Gomastah, he is much displeased at it, and does not release the Deloll. In what other Place shall the Business be transacted? to know this I will, whatever Business is carried on in any of the Eighteen Jellahs under Teetbaddy Aurung, the People of the Country and the Peons, in whatever Places they are, bring Intelligence of to Bobany Roy, who at the Time sends Peons. For this Purpose I write; if you intned to carry on Business in this Place, and do not take some effectual Measures at the Sudden,

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Sudder, nothing can be done. In theſe Affairs give me your Orders. I have laid this at your Feet 20th Affar 1183 (Bengal). Sabdy Hircarrah will inform you of all other Intelligence.

A true Tranſlate.
(Signed) W. Cater, Bengal Tranſlator.

A true Copy.
(Signed) C. Burrowes, Aſt. Sec^{ry}.

A true Copy.
(Signed) Samuel Wildman.

A true Copy.
(Signed) J. King, Dep^{y}. Sec^{ry}.

To Mr. Matthew Day.

Sir,

Encloſed is Copy of the Letter I received from the Chief and Provincial Council, reſpecting a Complaint made to them by Mr. Cree, accompanying a Tranſcript of the Bengal Information, ſent to Mr. Cree by his Gomaſtah at Tutbaddy, and that Letter upon the Subject. You will, as I have before directed you, make the minuteſt Enquiry into the Complaint ſet forth, and forward to me every Information you can obtain reſpecting it. I alſo beg you will attend to the Second Paragraph of the Provincial Council's Letter.

I am, Sir, &c.
(Signed) G. Hurſt.

Dacca,
the 9th July 1776.

A true Copy.
(Signed) J. King, Dep^{y}. Sec^{ry}.

To C. W. Boughton Rous, Eſquire, Chief and Provincial at Dacca.

Gentlemen,

To enable me to reply fully to your Letter of the 8th Inſtant, I ſhall eſteem myſelf obliged, if you will favour me with a Copy of the Petition from the Tutbaddy Weavers, alluded to in the 2d Paragraph.

I am, &c.
(Signed) G. Hurſt.

Dacca,
11th July 1776.

A true Copy.
(Signed) J. King, Dep^{y}. Sec^{ry}.

To George Hurſt, Eſquire, Chief at the Factory at Dacca.

Sir,

Agreeably to the Requeſt contained in your Favour of this Day, we have the Pleaſure to ſend encloſed a Copy of the Petition delivered by the Weavers.

We are, &c.
(Signed) C. W. Boughton Rous,
F. Purling,
J. Hogarth,
J. Shakeſpeare,
Will. Hollond.

Dacca,
11th July 1776.

A true Copy.
(Signed) J. King,
Dep^{y}. Sec^{ry}.

(Copy) PETITION of Weavers confined in the Adawlut.

Mr. Grueber demanded Company's Balances from us; we anſwered, we would pay it according to the Cuſtom of the Company, or of other Merchants. The aforeſaid Gentleman demanded them, according to Mr. Barwell's Adjuſtment, to which we did not agree; for this Reaſon he confined us Two Months in the Factory, and afterwards ſent us to you; you referred us to Mr. Purling, who did not do us Juſtice; we have been confined Ten Months; dying and helpleſs, we gave a few Pieces of Cloth to be made, in order to ſupport our Children and Families for the preſent, but the Company's Makim and Deedar have ſealed and ſequeſtered the Looms. How are we to live? The Country is under your Government; we have no other Hope but from you; we are dying through Injuſtice; let our Affairs be examined in your Preſence, and releaſe us.

(Signed) Modun Bechoo Dagoochund,
Runject Binode, &c.
167 Weavers of Dacca.

A true Tranſlate.
(Signed) W. Cator,
Perſian Tranſlator.

A true Copy.
(Signed) J. King, Dep^{y}. Sec^{ry}.

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To George Hurst, Esquire, Chief of Dacca.

Sir,

I have the Pleasure to inform you with my Arrival at this Place; and in consequence of your Commands of the 6th Instant, I was preparing to make the Enquiry you have been pleased to direct, respecting some Cloths of Mr. Cree's, said to have been chopped by the Honourable Company's Gomastah; but on Enquiry, finding that Mr. Cree's Gomastah had left this Two Days ago, I have taken upon me to delay proceeding in the Matter till such Time as some Person may arrive on the Part of Mr. Cree, to be present at the Examination.

In case you should not think it necessary that I should delay the Enquiry on this Account, I beg you will be so good to signify the same to me, that I may enter on the Affair as soon as possible.

I am with Respect, &c.
(Signed) M. Day.

Teetbaddy,
July the 12th 1776.

A true Copy.
(Signed) J. King,
Dep^y. Sec^ry.

To Mr. Cree.

Sir,

Upon your Complaint to me against the Company's Gomastah at Teetbaddy, I have thought proper to depute an Assistant, to enquire into the Circumstances upon the Spot; from whom I have just received a Letter, informing me, that your Gomastah was not there. If you should chuse to depute any Person on your Part to be present at the Investigation, it is at your Option to send him immediately; which if signified to me, I shall give Directions that no Enquiry shall be entered into until his Arrival at the Aurung.

Dacca,
July the 14th 1776.

I am, Sir, &c.
(Signed) G. Hurst.

A true Copy.
(Signed) Sam^l. Wildman.

A true Copy.
(Signed) J. King,
Dep^y. Sec^ry.

To Mr. Matthew Day.

Sir,

I am favoured with your Letter of the 12th Instant, and have in consequence wrote to Mr. Cree, to inform him, that it is at his Option to depute a Person on his Part to be present at your Enquiry. As I have signified to him my Desire of hastening the Person he may chuse to send, should he not arrive at Teetbaddy by the 17th Instant, you will be pleased to prosecute the Examination without Loss of Time, and transmit to me your Proceedings.

I am, Sir, &c.
(Signed) G. Hurst.

Dacca,
July 14th 1776.

A true Copy.
(Signed) Sam. Wildman.

A true Copy.
(Signed) J. King, Dep^y Sec^y.

To C. W. Boughton Rous, Esquire, Chief, &c. Provincial Council, Dacca.

I am favoured with your Letters of the 8th and 11th Instant, inclosing a Complaint from Mr. Cree, with a Letter from his Gomastah in the Teetbaddy Aurung, and a Petition of a Number of Weavers confined in the Adawlet, on a Decree past at the Suit of the Honourable Company. When I consider the whole Tendency of your Letter, which holds out to me a most unsatisfactory Prospect of Contention with you, Gentlemen, I think equally bound with myself to support the commercial Interest of our mutual Employers; when I revolve the very serious Light in which you are pleased to consider Representations of the Matter now transmitted to me, without first knowing how far they are founded on Facts; I am distressed to have Reason to believe my Situation here may be attended with every disagreeable Circumstance which Prejudice, and a Forwardness to depreciate an Influence, which the Largeness of the Company's Investments requires, can throw upon it. Involved as I may be by such a Contention as your Letter holds out, I must observe, that in Concerns which my Honourable Employers have thought proper to commit to my Management, it is my Resolution to adhere to every public Order I receive, and thereby consult their true Interest and Advantage.

Upon the Representation delivered by Mr. Cree, I have only to remark for the present, that upon that Gentleman's informing me some Cloths of his had been chopped, I determined to depute Mr. Day to Teetbaddy, with strict Orders to make an Investigation upon the Spot. The Result of the whole Enquiry I shall lay before you, should it hereafter appear necessary, for your Information.

In

In the Second Paragraph of your Letter of the 8th, you make mention of a Petition from the Weavers of Teetbaddy; and I am perplexed in my Judgment, when I perceive it to be only signed by the Weavers of the Dacca Aurung, actually under Restraint by the Authority of your own Court. I expected at least to find that this Complaint would have corroborated some Part of Mr. Cree's Representations, as it appears to be introduced purposely to support and give Weight to it.

It is necessary I inform you, that most of these very Weavers have received Advances from the Company even since their Confinement by Order of Adawlut; and I shall leave it to yourselves to judge, how far it is in my Power to decline sequestering Cloths, which I must know are manufacturing upon the Company's Advances.

From the above you will observe, that I am not enabled to give a particular Answer to your Queries concerning the Stoppage of Cloths provided by Mr. Cree, or Violences offered to his Gomastah, until I have the Result of Mr. Day's Examination.

As to the Sequestration of Cloths, I must candidly inform you, that I shall ever be active in my Endeavours to secure the Company's Investment, by attaching all Cloths which I know they have undoubted Right to by previous Engagements, and which Individuals are offering ready Money for. All public Orders which have been received, tending to the Regulation of the Company's Investment, you must be well acquainted with, and I cannot but consider them as actually investing me with every Authority I have exercised. I wish no Addition of Power or Influence; but I cannot suppose you, Gentlemen, are ignorant that there ever has been a Power and Influences in the Company, which they not only derive from their chartered Rights, but must ever retain from the Largeness of their Investment; and I must add, that even were the Company not entitled to an exclusive Preference, yet surely it must be good Policy in Government to give the most ample Support to any Set of Merchants, who contribute so considerably to the Prosperity of the Country, by taking off so large a Part of its Manufactures. In short, in whatever Light you, Gentlemen, consider the Influence of the Company on their Agents, I cannot suppose you would intimate by the Observation, "that only a Fourth Part of the Produce of the Country is taken by the Company," a total Deprivation is necessary; and I shall not hesitate to declare, that unless it is continued on its present Footing, it is impossible for me to secure the Company's Investment or Balances.

As to the Abuse of Power in Agents, I shall not pretend to say there are not some Instances of it; but I would ask, What Authority can guard against the Misconduct of Individuals in such extensive Concerns, in which so great a Number of People are unavoidably employed? There must be Abuses among the lower Agents of every Department; but I should think One single Instance cannot be brought in Proof of a general Depravity; yet I observe with Pain, that the ill Conduct of One Individual in the Time of my Predecessor, is brought in Corroboration of the Sentiments adopted through your whole Letter, and which carries an Appearance of Predetermination, which I could scarce apprehend, and am the more concerned to find it held out as the Criterion of unauthorized Influence in the Commercial Department, so lately arrived as I am, and still without sufficient Experience to answer with Propriety to Insinuations, which if treated with Inattention, may prove detrimental to the Honourable Company's Investment, and to my Character.

I have dwelt thus long upon the several Parts of your Letter, with a Desire to obviate, as far as possible, a Misconstruction of my Conduct in the Management of the Company's Commerce at this Factory, which may be transacted without giving just Occasion to Individuals to complain. I have no Doubt but that they have hitherto provided Investments; and it cannot turn to my Interest to preclude them now, though I must ever think it my Duty to combat the private Views of Individuals, to set themselves up as Competitors with that very Body, under whose Licence and Indulgence they only can derive their Privileges of Trade.

All I contend for is, the same Influence my Employers have ever had; and the Regulations established by the Governor General and Council may claim equal Observance from their Revenue as from their Commercial Servants.

I apprehend, neither have you the Power to form new Regulations, nor I to swerve from the Orders under which I act; and, in all future References of this Nature, I must wait the Directions of my Superiors, before I can make any Reply.

Dacca, the 15th July 1776.

I am with Esteem, &c.
G. Hurst.

A true Copy.
(Signed) Sam^l Wildman.

A true Copy.
(Signed) J. King, Dep^y. Sec^ry.

To George Hurst, Esquire, Chief of Dacca.

Sir,

Having closed the Enquiry for which you directed me to proceed to Teetbaddy, I have now the Honour to enclose you the Whole of my Proceedings.

Teetbaddy, the 19th July 1776.

I am with Respect, &c.
(Signed) M. Day.

A true Copy.
(Signed) Sam^l Wildman.

A true Copy.
(Signed) J. King, Dep^y. Sec^ry.

In

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Teetbaddy, the 18th July 1776.

In consequence of Orders delivered me by George Hurst, Esquire, Chief of Dacca, to enquire into a Complaint preferred by Mr. Cree against the Gomastah of the Teetbaddy Aurung, who had stopped his Deloll, by Name Chakeram, and had surrounded his Gomastah's House with Peons, putting an entire Stop to his Business, I this Day, in the Presence of Babooram, Patabnarrain Ghose, Kistnodeb Goho Ramanaund, Talookdar of Teetbaddy, Golarum Nabie, Gomastah of Mahumed Khawn, Talookdar in the Hossimpore Pergunnah, and Bancharam, Gomastah of Emanuel Talookdar, in the Purgunnah of Bawal, made Enquiry about the said Chakeram; but finding there was no Person in the Aurung of that Name, and that Mr. Cree's Gomastah had employed one Sachay, Weaver, to purchase Cloths for him, he was therefore called.

And being asked, Whether he had served Mr. Cree's Gomastah as a Deloll? replied, That he had, and that he had procured for him Eight or Nine Pieces of Tanjebs bought from the Company's Weavers; that he knew of those Weavers being at the same Time indebted to the Company; that he had not provided Mr. Cree's Gomastah with any more Cloths bought in the Teetbaddy Aurung, but that his Brother, who acted for him, had furnished him with 175 or 200 Pieces, which he had bought of Weavers of Buldahcall, employed on Account of the Company. And being asked, Whether he himself had received Advances from the Company's Gomastah? replied, That he had received Advances to furnish Cloths this Year, and was besides indebted to the Company in a Balance due from last Year; that he had also received Advances from Mr. Cree's Gomastah for One Piece, which he had delivered. And being again asked, If he knew or had heard of any Cloths advanced for by Mr. Cree's Gomastah, having been chopped in the Looms? replies, That Mr. Cree's Gomastah had never made any Advances but for that One Piece, which he had made and delivered without being chopped, that therefore Mr. Cree's Cloths could not be chopped in the Looms; that the Persons from whom he had bought the Eight or Nine Pieces mentioned above were Company's Weavers, and owed Balances to the Company; that they were of the same Kind of Cloth that the Company advanced for: The People he purchased of were Goodah Weaver Two Pieces, Radah Two Pieces, Sabaram One Piece, Amahroy One Piece, Colloy One Piece, Numderam One Piece, and Bottoy One Piece; in all Nine Pieces. Being interrogated, If he had, *whilst acting as Deloll for Mr. Cree's Gomastah, been confined by the Company's Gomastah? answered, That he had not; that he was not confined till afterwards,* and not until he had received Advances from the Company's Gomastah; that he did not act for Mr. Cree's Gomastah after he had received these Advances; and that he had only acted for him about Two Months and a Half; that Mr. Cree's Gomastah had lived during that Time in his (the Deponent's) House.—And being asked, If he recollected what had passed between Mr. Cree's Gomastah and him during the Time he resided in his House, and how he came to be employed as a Deloll for Mr. Cree's Gomastah? he says, That what had passed between Mr. Cree's Gomastah and him was about the 10th of April; he came to the Deponent's House, who was not then at Home, he therefore sent People to call him; that when he arrived, Mr. Cree's Gomastah asked him if he would *do his Business?—he told him he was a Company's Weaver, and owed a Balance; that he would go and ask the Company's Gomastah;*—to which Mr. Cree's Man said, Very well: That he then went and told the Company's Gomastah, that Mr. Cree's Man was at his House, and wanted him to purchase Cloths for him; the Gomastah said, he could not give him Permission to buy Cloths for any Body without Orders from Dacca, especially as he owed a Balance to the Company; that he then went and told Mr. Cree's Gomastah what had passed between him and the Company's Gomastah, and again said, that he owed the Company a Balance; upon which Mr. Cree's Gomastah answered, that he would write to his Master, and if Mr. Cree gave him Leave, he would pay his Balance to the Gomastah; that a Letter was wrote, and dispatched by an Hircarrah, and the same Man brought back an Answer; upon the Arrival of which he (the Deponent) Mr. Cree's Gomastah and Hircarrah, went to the Company's Cootee, where the Two Gomastahs sat down together, and Mr. Cree's Man read the Letter he had received; after which the Company's Gomastah told the Deponent, that if he chose to purchase Cloths for any Person, he might do it, but not to come near the Cootee any more; that he (the Gomastah) would take his Business from his Father and Brothers; that Mr. Cree's Gomastah, the Hircarrah, and himself, then returned to his House, where he was desired to go and fetch Three Pieces of Cloths of a middling Sort, from Five to Six R^s, that he accordingly brought the Cloths, which were sent to Mr. Cree as Musters, who in a few Days returned them, being satisfied with the Price; that shortly after this Mr. Cree sent a Letter to his Gomastah, desiring him to send Three Pieces fine Cloths from Seven to Eight and a Half Rupees, and Three Pieces coarse from Three to Four Rupees; that he (the Deponent) told the Gomastah, that Cloths of the coarse Kind from Three to Four Rupees could not be purchased there, but that he would give him Musters of the fine Cloths; the Gomastah (Mr. Cree's) then ordered his Cashkeeper Samram to go and provide him with coarse Musters; that accordingly Samram, Sabdie, Hircarrah, and himself, went to Aminabad; that as they could not procure the Musters there, they were going on to Buldah Call, when they were met by Two Weavers, who informed them, that they were carrying Cloths to Dacca for Sale; that the Deponent and the others with him, having looked at the Cloths, purchased Three Pieces of them at the following Rates; viz. One Piece 3. 12. One Piece 3. 14. and One Piece 4 Rupees; that Samram asked the Weavers if they could provide Three or Four hundred Pieces at Buldah Call? the Weavers desired them to go along with them; Samram replied, that he could not then go, as he had to send Three Pieces to Dacca as Musters; but that if his Master liked them, he would then go to them; but that he did not know where they lived; they said that one Nursingpaul, who lived at Surrickpore, would show them their

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their Houſes: After this they returned to Teetbaddy, and he (the Deponent) procured a Piece of fine Cloth, at Nine or Ten Rupees, for a Muſter; that this and the Three Coarſe Pieces were ſent to Mr. Cree, who returned them the fine Piece marked 8. 8. and the other Three Pieces 3. 12. each; at the ſame Time ordering his Gomaſtah not to purchaſe any by the former Muſters from Five to Six Rupees, but to confine himſelf to thoſe of 8. 8. and 3. 12: That while theſe laſt Muſters were gone to Dacca, he (the Deponent) had purchaſed Three or Four Pieces from Four to Five Rupees, and when the fine Muſter was returned, and marked only 8. 8. many of the Weavers told him, that they would not ſell their Cloths for leſs than 10 Rupees; and others of them refuſed ſelling at all. Mr. Cree's Gomaſtah then ſaid, You (meaning the Deponent) Samram and Sabdie Hircarrah will go to Buldacall, and take the Muſter of 3. 12. with you. The Deponent replied, that he would not go, but would ſend his Brother; who went with the Caſh Keeper and Hircarrah, and brought back between 5 or 6 hundred Rupees worth of Cloths, which were ſent to Dacca under the Charge of Sabdie Hircarrah aforeſaid; who, when he returned, ſaid, he had brought an Order to provide more. Whilſt Sabdie was gone, the Company's Advances were iſſued, and the Deponent, with Neal Sickdar, went to the Cootee, where the Company's Gomaſtah was then paying the Advances to the Weavers. That as ſoon as he ſaw him (the Deponent) he ordered the Jemautdar to place 4 Peons upon, and confine him, for that he was a very great Raſcal: That he was confined in this Manner for Three Hours, when Muchteram, his Jelladar, promiſing to be anſwerable for him, he was releaſed: That he then went Home; and told Mr. Cree's Gomaſtah how he had been treated, and ſaid he could not do his Buſineſs any longer. Mr. Cree's Gomaſtah ſaid, he would write to his Maſter about it. A Letter was accordingly wrote and ſent; but before an Anſwer returned, the Company's Gomaſtah ſent 4 or 5 Peons to his (the Deponent's) Houſe, who was not at Home, the Peons went to his Sicdar; and, as they could not find him, they took the Mundel of the Village, and brought him to his (the Deponent's) Houſe; when, after enquiring for him, and being anſwered by a Weaver, named Debodas, one of his Family, whom the Mundell had ſhewn to the Peon, that he was not at Home, but would arrive in Two or Three Days, when he would be ſent, the Peons were not ſatisfied, but carried the Weaver to the Cootee, when the Gomaſtah ordered him to be flogged, and to make him ſend the Deponent; and that he was alſo put in the Stocks. The next Day after this, the Company's Gomaſtah ordered Debodaſs to be carried to his own Houſe, where he was tied up to a Mangoe Tree, and beat, and then carried to a Botique Shop near the Cootee. In the mean Time he (the Deponent) arrived, and Two Peons carried him to the Cootee, in Company with Diaram Jelladar. When he came, the Gomaſtah was making Poſſah, and Diaram went to his own Houſe. The Gomaſtah, at his coming out, was told by the Zemautdar, that Sackay (the Deponent) was preſent; upon which the Gomaſtah ordered him to be put in the Stocks, where he remained about Six Hours. When the Gomaſtah, going to his own Houſe, ſaw the Deponent in the Stocks, he ordered him to be releaſed, and Two Peons kept over him, which they were for Sixteen or Seventeen Days; at the Expiration of which, having given Security to the Gomaſtah, the Peons were diſcharged. During his Confinement, a Letter from Mr. Cree to his Gomaſtah had arrived, who immediately ſet out for Dacca; and that Mr. Day arrived the next Day; upon which, being aſked if Mr. Cree's Gomaſtah had paid his Balance to the Company, replied, that he had told him he would pay it, if his Maſter would give him Leave; but that he did not pay it, though he had wrote Mr. Cree reſpecting it. Being aſked, if he had ever acted as a Deloll before he was employed by Mr. Cree's Man, or whether he had entered into any Agreement to deliver any fixed Number of Pieces, he replied, that he never acted as a Deloll before, having always worked as a Weaver; nor had he made any Agreement to deliver any particular Quantity of Goods. Being aſked, if he will ſwear to what he has depoſed? replies, that as he had ſaid nothing but the Truth, he is willing to ſwear to it.

Baboony Roy, Gomaſtah for providing the Honourable Company's Inveſtment at Teetbaddy, being called, and examined in the Preſence of the ſame Perſons as the foregoing Witneſs, declares,

That he had heard of Mr. Cree's Gomaſtah having been lately in the Aurung, and of his having purchaſed about 175 or 200 Pieces of Cloths; that he imagines theſe Cloths muſt have been made with the Company's Money, as all the Weavers were indebted to the Company, and had received their Advances; that after his Return from Dacca, and after having made the Advances, he had Complaints made to him, that the Weavers who were indebted to the Company and were working out their Balances, Sackay Weaver had been tempting of them to ſell their Cloths for ready Money; that he knew at that Time that Sackay was acting as Deloll for Mr. Cree's Gomaſtah; that he did not confine him then, but only put Peons upon him, but that after he had received the Company's Advances he then confined him. Being aſked, Why he gave him Advances when he knew he had been eſtabliſhed as a Deloll? replies, That at the Time he made the Advances he was not acquainted with this Circumſtance; that he got Notice of it about 4 or 5 Days after the Advances were made; that Mr. Cree's Gomaſtah, named Mahdeb, came to the Cootee with Sackay and Samram, and brought a Letter, which he put into his Hand; he read the Letter, and there it mentioned Sackay being eſtabliſhed as Mr. Cree's Deloll, and that Mandeb was his Gomaſtah, and that if the Company's Gomaſtah interferes with either of them, he (Mr. Cree) will have him puniſhed as the Domroy Gomaſtah was; that the preſent Dumroy Gomaſtah and Iſſordoſs were preſent when this Letter was read; that he told Mr. Cree's Gomaſtah, "You have eſtabliſhed as a Deloll a Weaver who "is indebted to the Company; at preſent I ſhall ſay nothing, but will write to Dacca, and what "Orders I may get in conſequence, I execute." That he wrote a Letter to Dacca, and received the Anſwer to it, which he now delivers; that prior to this the Pycars had given him a Petition which

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which he enclosed in the Letter, and that before he dispatched it, he sent for Sachay, but Mr. Cree's Gomastah returned for Answer, "He is my Deloll, and shall not come;" that he then sent away his Letter to Dacca, and that Issordoss was present when he sent for Sachay; that the Person sent was a Peon, named Jugutram. Being asked, If he inforced the Orders from Dacca? replies, that he did, by confining Sackay; that the Evening of the Day he was confined, a Man came from Mr. Cree's Gomastah, desiring to know why he confined his Deloll; that he answered, he had got Orders from Dacca for so doing; that Mr. Cree's Gomastah did not send but once from Sachay. Being asked, If he remembered Sachay's coming to the Cootee, and telling him that Mr. Cree's Gomastah was arrived at his House? replies, Yes; that Sachay, Weaver, did come to the Cootee, but did not mention Mr. Cree's Name, only said a Gomastah was arrived with some Money for purchasing Cloths with; that he was then in his Boat, and wanted to live in his House; that he told him, "Sachay, you owe the "Company a Balance, and I am their Gomastah, and without public Orders I cannot take upon me to "give you Permission to provide Cloths;" Being told that Sachay complained of his having sent Peons to his House when he was not at Home, and of having carried to the Cootee a Weaver belonging to his Family, who was flogged and put in the Stocks, that he was also carried to Sachay's House, and tied to a Mangoe Tree, and flogged; being asked why or on what Account he had issued such Orders? replies, That it was in consequence of a Petition delivered him by Joolahram, Mookteram, and Dearam, Pycars, the Purport of which was, that they could not collect the Cloths that Advances had been made for on Account of the Company, because Sachay Weaver, who not only owed a Balance to the Company, but had also received Advances for the present Investment, was going about the Aurung buying Cloths from those Weavers who had received Advances, (and are indebted to the Company) for ready Money, on account of Mr. Cree's Gomastah. His Petition being, as beforementioned, sent to Dacca, to Mr. Legh with a Letter, he was replied to by Mr. Legh, that if there should be any Weavers in the Situation above mentioned, that he could detect pursuing Measures prejudicial to the Company's Investment, should be severely punished, Sachay was the Weaver and the Person in Fault. The Circumstance stated by Sachay, respecting the Peons having brought one of his Family to the Cootee, is true; but that he denies his ever having been flogged, or any thing being done to him, by him, or by his Orders, excepting that he told Debodoss he should not be released till such Time as he produced Sachay, who had absconded in consequence of 2 Peons having been sent for him; but that he had since heard that the Peons, when they carried Deboodoss back to Sachay his House, tied him up, but did not beat him; Dearram Pycar then brought Sachay to the Cootee, when the other Man was released; that he put Sachay in the Stocks for about 3 Hours, and then let him go, keeping Two Peons with him just to prevent his attempting to purchase any more Cloths from the Company's Weavers; that this was done to enable the Pycars to receive their Kist, which otherwise they could not have done; that while Sachay was making his Purchases, only 350 Pieces were received in 15 Days from the Pycars; but that after his Confinement 681 Pieces came in, in the same Number of Days. Being asked, If in the Three last Years he had heard of any Advances having been made at Teetbaddee, but for the Company? he replies, That he has not heard of any, nor does he believe there has been any made but for the Company. Being asked, If he will swear to the Truth of what he has here declared? replies, That he has never yet sworn, but that if called upon to swear to this he is willing to do it.

LETTER from Mr. J. Legh to the Teetbaddy Gomastah, viz. to Bhobanny Roy, Gomastah at Teetbaddy Aurung.

I have received your Letter of the 15th June; you have wrote that Sachay, Weaver, is indebted to the Company; and has also received their Advances for this Year, and that he is buying Cloths from other Weavers, who are also indebted to the Company, and gives them to Mr. Cree's Gomastah: I therefore write, that you will lay hold of Sachay, and the other Weavers who are indebted, and are selling their Cloths, and punish them severely, to prevent their doing the like again.

Dacca,
dated the 18th June 1776,
or 7th of the Bengal Month Assar.

(Signed) J. Legh.

Deboodoss, Weaver, being called, and examined in Presence of the same Person as the preceding Witness, declares, That he is Brother-in-Law to Sachay, Weaver; that Two Peons with the Mundull came to his House, when the Mundull asked him where Sachay was; that he said Sachay was from Home, but he would send him in the Afternoon; that he was not able to do this, as he could not find him. The Mundull returning again without the Peons, carried him to the Company's Gomastah, who told him he had promised to bring Sachay, and desired to know where he was; the Deponent answered, that he could not find him; upon which the Gomastah ordered him to be confined; which he was at the Cootee for Two Days; but that he was not flogged during that Time. After this, he was carried to his House, and tied to a Mangoe Tree, and beat; that he does not know if the Gomastah ordered this, but told the Peons to make him find Sachay, who presently after arrived at the Cootee, and he (the Deponent) was released; that Sachay, seeing a Peon coming for him, had run away, which he had never done before; and that he is ignorant of his Reason

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Reaſon for ſo doing. That the Peons who beat him were named Golaub Sing and Rajah Boolah, who afterwards let him go. That this is all he knows about this Matter, and that, as he has declared nothing but the Truth, he is willing to ſwear to what he has ſaid.

Iſſardaſs Mhorie, in the Teetbaddy Aurung, being examined, declares, That Mahdeb, Mr. Cree's Gomaſtah, Samram Tovildar, and Sachay, Weaver, came to the Cootee, when he brought a Letter with him, which he, Declarant, read; the Contents were theſe, "Sachay, Weaver, is eſtabliſh-" ed as my Deloll, and my Gomaſtah is there. In caſe the Company's Gomaſtah enters into any "Diſputes with him, I ſhall have him puniſhed in the Manner the Dumroy Gomaſtah was." The Company's Gomaſtah told him to take a Copy of it, but Mahded, Mr. Cree's Gomaſtah, ſaid, he would not give a Copy. The Company's Gomaſtah then ſaid, "If you will not give me a Copy, "it is very well. You have eſtabliſhed a Weaver, who is indebted to the Company, as a Deloll. "I ſhall write to Dacca, and the Orders I get in conſequence will be executed, at preſent I will ſay "no more." Being aſked, If any Complaint was made by the Pycars in conſequence of Sachay's being made Mr. Cree's Gomaſtah's Deloll? he replies, That there was a Complaint made by Three Jelladars of Teetbaddy, that the Weavers who were indebted to the Company, and were working out their Balances, Sachay Weaver was attempting to ſell their Cloths for ready Money. They preferred this Complaint by Word of Mouth. When the Gomaſtah deſired the Jemautdar to ſend a Peon to fetch Sachay, the Man went for him, and brought for Anſwer, that Mr. Cree's Gomaſtah ſaid, he was Mr. Cree's Deloll, and he ſhould not ſend him. The Gomaſtah then ſent for ſeveral Weavers, and aſked them, if they had ſold Cloths to Sachay? they replied, They had; and he ſuppoſes, if Sachay had not bought thoſe Cloths, the Weavers would have delivered them to the Company's Gomaſtah, in Part of their Balance. That the Weavers at firſt denied having ſold their Cloths, but after ſome Time they confeſſed their having ſold, ſome Two, and ſome only One Piece; that the Gomaſtah in conſequence ſent a Letter to Dacca, and encloſed the Petition delivered by the Pycars; that the Orders he received from Dacca in Reply were, "If Sachay, or any other "Weaver, who is indebted to the Company, ſhall be detected in ſelling their Cloths, you will take "and puniſh them ſeverely, to prevent their doing the like again." That in conſequence of theſe Orders, Sachay was confined. Being aſked, If the Gomaſtah, during Sachay's Confinement, inflicted any other Puniſhment than what was mentioned in Mr. Legh's Letter? he ſays, Mr. Legh's Orders were to puniſh all ſuch Weavers very ſeverely; but all the Puniſhment inflicted upon Sachay was, his remaining in the Stocks about Three Hours. And that he is willing to ſwear to the Truth of this Declaration.

Tolaram Mookteram, and Diaram, Jelladars in the Teetbaddy Aurung, being examined in the Preſence of the Perſons before named, declare, That they are Pycars employed for the Company, and have received their Advances: That they know Sachay Weaver, who is in Mookteram's Jellah; that he had received Advances on Account the Company theſe Three Years paſt, and has not yet delivered Cloths for the Amount he has received: That he owes a Balance of about 40 or 45 Rupees on the Two firſt Years Advances, and has received 50 Rupees to furniſh Cloths for this Year: That he has yet only delivered Three Pieces, and is Two Pieces ſhort in his Kiſtbundee; that the Reaſon of this is, his having ſold his Cloths to private Merchants. They complained to the Company's Gomaſtah, that the Weavers that owed the Company Balances, the Gomaſtahs of private Merchants were purchaſing Cloths from, and that in conſequence they could not deliver their Kiſtbundee, nor recover the outſtanding Balances. The Gomaſtah then deſired them to draw out a Petition to Mr. Legh, ſetting forth their Complaint; which they did, and delivered it to the Gomaſtah; and that the Paper they now give in, is an exact Copy of it; this was in the Month of June, after the Company's Advances had been iſſued. That they cannot ſpeak with Certainty, how many Pieces of Cloth Sachay purchaſed, as he bought in the Night Time, when their Jagutgives were not going about. We, however, heard he was procuring Cloths for Mr. Cree's Gomaſtah; that the Cloths he bought muſt have been fabricated from the Company's Money, as the Weavers of whom they were purchaſed had received the Company's Advances, and owed Balances; that if Sachay Weaver had not purchaſed theſe Cloths, they would have been delivered to them; and that during the Time he was making theſe Purchaſes, they hardly received any Cloths from the Weavers; but that after Sachay's Confinement, their Buſineſs went on as uſual, and the Weavers delivered their Cloths; being aſked, If Sachay had made any Advances for Cloths, or if any Perſons had, except the Company's Gomaſtah? they replied, That he made no Advances, but bought for ready Money, nor do they believe any Advances had been made in that Aurung, but by the Company's Gomaſtah; at leaſt they had not heard of any. That during the Time Sackay was making his Purchaſe, they had received only 350 Pieces in 15 Days; but that after his Confinement, they received, in the ſame Number of Days, near Seven hundred Pieces. That from the Difference in their Receipts of Cloths during Sachay's Purchaſes and Confinement, they imagine he muſt have purchaſed a conſiderable Number, tho' they cannot tell what it is. And in caſe they ſhould be called upon to ſwear to this, that they are willing to do it, having ſpoken nothing but the Truth.

PETITION

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PETITION delivered by the Teetbaddy Pycars; viz.

The humble Petition of Doyaram, Toolahram, Mooktaram, Company's Dedars of Teetbaddy,

Sheweth,

Your Petitioners meeting with Difficulties in the Execution of their Office, beg Leave to lay their Grievances before you. Some of the Weavers, who have received the Company's Advances for this Year, and are also indebted to the Company on their former Advances, are now selling their Cloths for ready Money to one Sachay Weaver, who is also indebted to the Company, and has received their Advances for this Year, and he delivered to Mr. Cree's Gomastah (Mahdeb). This Circumstance we beg Leave to recommend to your Notice, and beg you will issue such Orders to the Weavers, as will prevent them from the like Practices in future; otherwise, we shall neither be able to collect the Cloth for which we have made Advances on account of the Company, or any of the Balances now due. Neal Sickdar being called in, in Presence of the before named Persons; and being asked, If he knew Sachay Weaver? replied, That he knew him very well; that he was a Company's Weaver, and that he went along with him to the Company's Cootee, when the Gomastah told him, "Sachay, you owe the Company a large Balance; I have "heard, that you have left the Company's Business, and taken the Service of a private Gomastah; "therefore, you must either give me Cloths for your Balance, or pay me ready Money, and "then you may go where you please; till then, I shall keep you here:" That Sachay did not make any Reply to this, and that a Peon took him away; that Sachay asked him to be his Security, which he refused to be; saying, that he was a Company's Weaver, and owed them a Balance, and that therefore he could not be his Security; being asked, what Objection he had to being his Security because he was a Company's Weaver, or if he would have become Security for him in any other Case? replied, That he is neither his Relation, or any way connected with him; that he was afraid, because if he was to do so, and Sachay not be able to answer the Demand, that he would meet with Trouble; and therefore he did not become his Security: That he did not remember seeing any Peons come to his House, but heard that two Peons, accompanied by Mookteram's Son, Ariteram, had been there, enquiring for Sachay; but he not being at Home, they took the Mundull of the Village along with them, and that he knows nothing more of *the Matter. That he is willing to swear to the Truth of all that he has declared.*

The Mundull being examined in Presence of the same Persons as the first Witness, declares,

That Mookteram's Son, Areteram, came to his House with two Peons, and asked for Sachay; and told to tell him where Sachay was, or go to the Gomastah; that he went with them to Sachay's House, where, not seeing him, but his Brother-in-law, Deboodass, he told him to produce Sachay. Deboodass said to him, Go to Dinner, I will send him in the Evening. That he (the Deponent) then returned Home, as did Areteram likewise. The Peons came to him again in the Evening, and desired him to produce Sachay, or go to the Gomastah; he went accordingly to the Gomastah, and told him, that Deboodass would produce Sachay at 4 o'Clock, and was then desired to go Home; that he knows nothing more of this Matter, only that it is customary for him, as Mundull of the Village, to look after any of the Ryotts under him who are missing. And that all he has here declared is Truth, which he will willingly swear to.

Garoobus Sing Jemutdar being examined as before, declares,

That he remembers Sachay Weaver having come to the Cootee, when the Gomastah ordered him to take Care of him, because he owed the Company a Balance; that he put Peons upon him for 4 Days, after which they were discharged; that the Gomastah afterwards ordered him to send Peons to bring Sachay, which he did, but could not find him. The Gomastah then told him (the Declarant) to send Peons and find Sachay; the Peons could not find him, but brought his Brother-in-law; the Jelladar having said, that as they could not find Sachay himself, if they would bring his Security, he would afterwards come of his own Accord; which he did, with Diaram Pykar; that Deboodoss was confined two Days, after which was released; that he does not know of his Beat, but that he was carried to his own House to eat his Victuals, and to see if Sachay was come; that he did not remember to have heard that Deboodoss was flogged. That all this is the Truth, and he will swear to it.

Golaub Sing, and Rajah Bullah, Peons, being examined as before, declare,

That they were, by the Company's Jemutdar, put over Deboodoss Weaver, and remaining so Three Days, Two of which he was confined at the Cootee, The Third Day they carried him to his House, where he tied him to a Mangoe Tree, and gave him one Stroke with a Rattan; that the Gomastah had not expresly ordered them to beat him, only told them to make him shew where Sachay was; that they tried every other Method first, but finding they could not by Words only, make him find Sackay, they therefore tied him to a Tree, when, after he had received one Stroke, Sackay made his Appearance, and they took him to the Cootee. That, as what they have said is Truth, they are willing to swear to it.

The above Proceedings closed this 19th July 1776, in Presence of the above-mentioned Witnesses.

Teetbaddy, 19th July, 1776.

(Signed) M. Day.

A true Copy.
(Signed) Sam[l] Wildman.

A true Copy.
(Signed) J. King, Dep. Sec[ry].

To

To Cha^{s} Will. Boughton Rous, Esquire, Chief, &c. Provincial Council.

Gentlemen,

In my Letter of the 15th Instant I informed you, that I would make you acquainted with the Result of the Examination upon which I had thought proper to depute Mr. Day to the Teetbaddy Aurung; an Examination adopted purely from Motives, which will ever incline me to give Satisfaction to such private Merchants, as may represent themselves aggrieved by the Conduct of the Agents under my Department. With such Intentions, it is hardly probable, had I found the Gomastah culpable, I should not have punished him accordingly; but I am induced, by the Investigation which I now transmit you, and which, to me, bears every Mark of Candour and Fairness, to a very different Mode of Treatment of him. I must add, that I think him highly commendable for the Moderation which he has observed in the Execution of his Duty, when the Intrigues of a private Person had tended to thwart the Object of his Employ, by keeping back the Cloths, already due to the Honourable Company; and the Investigation, I think, proves, that such clandestine Sales of the Cloths, so much abetted by private People, if it had not been timely checked, might have proved fatal to the Honourable Company's Investment at that Aurung, since the Success of one Peon would no doubt encourage others to the like Practices.

I shall conclude with assuring you, that I consider, equally with yourselves, that the Prosperity of the Country and the Interest of the Company, are inseparable; and shall always be ready in any Concurrence whereby these Objects are to be obtained. You will, no doubt, consider me, Gentlemen, as acting under particular Regulations; and you will, I flatter myself, do me Justice, in attributing every thing I have said in the Course of this Correspondence, to the Zeal I must ever shew for the Branch of Business entrusted to me, and the Care and Circumspection I find at this Time so very necessary.

Dacca,
July the 23d, 1776.

I am, with Esteem, &c.
(Signed) G. Hurst.

A true Copy.
(Signed) J. King, Sub Sec^{ry}.

To William Aldersey, Esquire, President, &c. Members of the Council of Commerce:

Gentlemen,

According to your Orders we have examined the Two Pieces of Cloth sent from Dacca; the one is a Doria Mugga, made for the Gulph Trade; the other, a Seerpeach, which serves also for the same Market; and the Company have never provided any of these two Sorts of Goods, under these Denominations; but the Seerpeach and Seerbund, being of the same Texture, Length and Breadth, cannot be distinguished otherwise than by Name; and the Seerbunds are Part of the Company's Investment.

Fort William,
2d August, 1776.

We remain, with Respect, &c.
(Signed) Edw^{d} Parry,
E. W. H. K^{r}.
Henry Guinand,
Sup^{t} of Investment.

A true Copy.
(Signed) J. King,
Sub. Sec^{ry}.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Gentlemen of the Council.

Honourable Sir, and Gentlemen,

1. We have the Honour to lay before you, Copy of a Letter received from Mr. Hurst, our Chief at Dacca, upon the Subject of the Remonstrance, addressed to your Board by certain English Merchants residing at that Place; and as he is very explicit upon the Circumstances they have held forth as the Foundation of it, we shall here impart to you the Observations that have occurred to us upon the Matter, as far as we can judge from the Lights now before us.

2. The Purport of their Memorial is undoubtedly of a serious and alarming Tendency, being no less than a direct and positive Charge against the Company's Servants, in the Commercial Line at Dacca, of having established and maintained a Monopoly of the Cloth Trade of that District, for some Years past, to the total Exclusion of all others; accusing the Superintendants of the Aurungs of the most unwarrantable and oppressive Measures; asserting, that not a single Piece of Cloth is to be procured but through their Means, and at the Price they choose to fix upon them, being stampt with the Company's Seal without Distinction, by the Authority and express Orders of the Chief.

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3. In support of this general Charge, the Memorialists, after preferring, at the Instance of Mr. Cree, Complaints of Interruption to this Business at the Aurungs Nanainpore and Teetbaddy, appeal to Two Circumstances, which they denominate to be a Proof of their whole Remonstrance.

4. The first is their producing Two Pieces of Cloths, as of Assortments that are never purchased for the Company, and as being marked with the Company's Seal.

5. The other is a Reference to the Papers, N° 3, 4, 5, annexed to their Remonstrance, N° 3 being a Letter from Mr. Rous, (supposed to be addressed to Mr. Cree) purporting, that if Mr. Cree's Note to him is to be considered as a public one, which he hopes it will, he shall manifest his Determination to protect the Merchants, and defeat, as far as his Power extends, all Influence of the Company's Name, when employed to the Detriment of private Trade; and in any Representations Mr. Cree shall make upon that Subject, to give him the utmost Support. N° 4 and 5 are Copies of an Agreement entered into between Mr. Hatch and Mr. Cree, for the Provision of 600 Pieces of Cloths Monthly, by the former, on certain stipulated Terms.

6. As to the first Article exhibited in Proof, it already appears (as explained in the Letter we had the Honour of writing to you the 2d Instant) that is by no means just. It is true, one of the Pieces, called a Mugga Doria, is not of the Company's Assortment, but it does not bear the Impression of the Company's Stamp; the other Piece is actually of an Assortment which is received in the Company's Investment, under the Name of Seerbund; this has the Company's Mark upon it, although it also carries the Name of Mr. Cree, and that of Seerpeach, under which Denomination, the same Assortment is employed for the India Markets.

7. The Charge implied in that Article is levelled immediately against Mr. Hurst; who replies to it expressly in his Letter, explaining the Circumstance on which it is founded, being an Order to those Weavers only who were in actual Advance on account of the Investment for the present Season, as a necessary Precaution for the Security of the Company's Property, on having Reason to suspect the Weavers of collusive Practices.

8. The Reference in Support of the second Article can only be admitted as a Proof of a private and mercantile Engagement, entered into between Mr. Hatch and Mr. Cree, for the Provision of Six hundred Pieces of Cloths; in which Mr. Hatch, having the Privilege of Trade, does not appear to have acted unwarrantably. But soon after Mr. Cree employing Gomastahs at the very same Aurung whence he was to be thus supplied with Cloths by an Obligation on the Part of Mr. Hatch; such an Attempt to increase his Provision, by the Means of Two different Channels, met with Difficulty, which seems to have given rise to the Remonstrance; or why was it not sooner made, when the Circumstances so heavily complained of are said to have existed ever since the Appointment of Mr. Barwell to the Dacca Chiefship, which was in 1773?

9. The Memorial in question contains, as we have already observed, a Charge of the most serious Nature, and ought not to have been so confidently insisted upon, without the clearest Proofs to support it. On a Supposition that such might have been the Case, it was our Intention to have zealously entered into the most deliberate Scrutiny, as we had the Honour to intimate in our Letter to you of the 26th of last Month: But as the Remonstrants have failed in proving the grand Charge against Mr. Hurst, of chopping the Cloths indiscriminately, by the Testimony of the Export Warehouse-keeper and Superintendant of Investment, the very Persons they themselves called on; and as Mr. Hurst has amply vindicated himself, for pursuing the Measure which afforded them a Foundation for it; we cannot help viewing the Whole of the Transaction in a very different Light from that in which they wished to shew it.

10. The Credibility of Remonstrance must in a great Measure restore the Characters, the apparent Views, and Circumstances, of the Persons remonstrating. Mr. Hunter, who stands foremost among these, certainly found his Way to India over Land in a clandestine Manner, without the Company's Licence, and contrived Means to remain in Bengal contrary to the Company's express Orders, received Five or Six Years ago, for him to be sent to England; by which Means, it is said, he has acquired on Hand some Independency, and in the very Province where he complains to have met with such Oppressions: And we have Reason to believe, the Characters and Situations of the Whole are delineated with nearly equal Exactness in Mr. Hurst's Letter.

11. Such are the Men, who, living under the Protection of the Company's Government, without having a just Claim to it, attempt to vilify the Gentlemen of the Dacca Factory; but the Charges they have thrown out, are so invalidated by the Circumstances already mentioned, that they should not, in Candour, operate to the Prejudice of those against whom they are directed.

12. The express Charge against Mr. Hurst, of maintaining a Monopoly by issuing Orders for stamping all Cloths indiscriminately, is by no Means supported; and the apparent Necessity of the Measure he took, to secure the Company's Property, is in our Opinion a Justification of it; more especially when we consider the Emergency of the Occasion, from the heavy outstanding Balances, and the Lateness of the Season when the Provision of the Investment was begun upon.

13. The Complaint of Mr. Cree against the Gomastah at the Teetbaddy Aurung, has been enquired into by Mr. Day, whose Proceedings on the Occasion accompanied our Letter of the 2d Instant; from whence it should seem to be without Foundation. However, as Mr. Day is one of the Superintendants complained of, though not of that Aurung, it would have been more satisfactory to us, had Mr. Hurst appointed a Person on that Service, against whom no Charge had been exhibited. At the same Time, it is to be observed, that Mr. Cree had Notice for appointing a Person on his Part.

14. The

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14. The Charge brought against Mr. Hatch, is fallacious, for the Reasons assigned in the 8th Paragraph. It is well known that the commercial Servants at the subordinate Factories, do avail themselves of local Opportunities to benefit by those Privileges of Trade which the Company have thought proper to concede by their original Compact with them. If this should be extended beyond the right Bounds, by the undue Exertion of official Influence, it is fitting that, on Proof thereof, they should be made responsible for the same, according to their Degree of Culpability; and if that should have been the Case, it is the Part of the Chief to make the most official Investigation; and if he should decline, or even testify a Reluctance on such an Occasion, it would be incumbent upon us to take it up, on a Representation to our Board.

15. But instead of such a Mode of proceeding, which we conceive to be the obvious and regular Channel, the Memorialists, on a Pre-judgment of Mr. Hurst, have importuned and prevailed on the Chief of the Revenue Department to stand forth in support of their Cause. You have been pleased, in order to ascertain the Truth of their confident Assertions, to direct an Enquiry into them by the Provincial Chief and Council of Revenue; and were not those Assertions discredited by the Circumstances which have appeared, it was our Intention to have proposed an Investigation, by a joint Commission of Servants from each Department, to obviate the Difficulties and Confusion which must have ensued from Two separate Enquiries on the Spot upon the same Matter.

16. In our Letter of the 26th of last Month, we requested that the Enquiry you had directed, by Means of the Provincial Chief and Council of Revenue, might be suspended until the Receipt of Mr. Hurst's Answer to the Remonstrance. And for the Reason we have just now assigned, as we had no Cause to suppose you would withhold a Concurrence in so reasonable a Demand, the Expediency of which was evident to us, we gave no Order to the Chief, for the Assistants of the Factory to attend the Summons of the Provincial Council; and Mr. Hurst of course declined to comply with their Requisition on this Head, and we apprehend it cannot now be deemed necessary.

17. Every Change of System must be attended with Inconveniencies and Difficulties, before the new one can be properly established: That such has been the Case at Dacca, by the Dismission of the Delolls in the Time of Mr. Barwell, must be admitted. It is equally clear, on the other Hand, that Advantages have been derived from it, particularly in the Improvement of the Fabric, which was before so fast on the Decline as to threaten the entire Ruin of that valuable Part of the Investment, and called for an immediate and effectual Remedy. How far the End will be answerable to the Means, Time only can shew. We hope the Investigations Mr. Hurst has been directed to make, will furnish us with Materials to speak with more Certainty on this Point. Inclosed is a Copy of our Instruction to him on his late Appointment, for your more particular Information.

18. Whatever may be said by these Remonstrants, concerning the Freedom of Trade, we can never conceive the Company, who alone can grant any Right of Trade to Europeans in this Country, have given them more ample Immunities than they have to Servants, whose Interests are so nearly connected with their own; and to them we know that a free Trade is not granted, in order that a Preference may be reserved unto themselves, in the Provision of their Investment; and if free Merchants (which is not to be doubted) are under the same Restrictions that we are, in what Light are we to look upon so clamorous an Opposition to the Plan we have adopted for the Security of the Company's Investment? and how far is their Conduct conformable to the Orders of the Directors, under Date the 29th March 1774, and the 22d Paragraph of 3d March 1775, Copies of which are inclosed? The Court of Directors, in their General Instructions, have these following Words (in the 24th Paragraph)

"Having thus communicated to you our Ideas, on the Subject of the Company's Investment, "under the Direction of a Board of Trade, we most earnestly recommend that you cordially "unite with our Servants in that Department, and that you afford them every Assistance in your "Power, in order to enable them to answer the essential Purposes intended by their Appoint- "ment." And we place a Reliance on the Continuance of your Assistance and Support for the Maintenance of the Company's Rights and Privileges, in the Department committed to our Charge.

We have the Honour, &c.
(Signed) W. Aldersey.
Chaˢ. Bentley.
Robᵗ. Palk.
Nathˡ. Bateman.
Hen. Cottrell.
Edwᵈ. Stephenson.

Fort William,
August the 12th 1776.

To William Aldersey, Esquire, President, &c. Members of the Board of Trade,

Gentlemen,

I am now to reply to your Letter of the 16th of July.

Before I enter on the Subject of the Memorial which you have been pleased to transmit to me, it is necessary I give you some Account of the Persons whose Signatures appear affixed to it, that you

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you may form some Idea of the Bond of Interest that unites them, in order for you to make just Distinction between their real and professed Views, and how far those may be compatible with the commercial Interests of the Company, confided to my Charge. Having done this, I shall proceed to lay before you my Sentiments on the present Mode, which appears to me far the most eligible, for the Provision of the Investment; and should they be approved by you, I hope and flatter myself you will strengthen my Hands in such a Manner, as to enable me to execute my Trust, enable me to overcome a Competition of all the private Interests that may operate against my Endeavours, and effectually enable me to prevent all the Attempts that may be made to deprive the Company of the Means of providing their own Goods, by throwing them once more into the Hands of the Delolls; a Set of Men who concentered in their unbounded Influence all the Commerce of the Province, and shared it at their Pleasure. Mr. Robert Hunter, who places himself at the Head of the Memorialists, has long resided at Dacca: This Man, in Contempt of the exclusive Rights and Privileges held by the Company under Charter, was impelled by his Necessities to seek a Subsistence in India; and not being able to obtain, or declining to apply, for a Licence from the Company, stole out to Bengal across the Deserts of Arabia. A Knowledge of this Circumstance afterwards coming to the Company, they directed, that if there was such a Person resident in any of their Settlements, he should be forthwith sent to Europe; as they were determined, no one who had not obtained their Leave, or who surreptitiously got out to any of their Settlements, should have the Benefit of the Company's Protection, or reside under it. This same Man was engaged last Year in making a Provision of Piece Goods for the French, and actually did provide for that Nation a considerable Investment. The Particulars of this Transaction, if I can obtain them, I will take the first Opportunity of communicating; but this is not necessary, as the general Fact is of public Notoriety, and sufficient to point out his Motives in leading the present Memorial, and whence springs his Resentment, that the junior Company's Servants of the Factory should, from their local Influence, share in the Commission Business.

Mr. Cree, whose Name is next on the Memorial, came out in one of your Ships, and deserting, was left in India. *For a Time he engaged in the Country Sea Service; this not answering his interested Views, on the Death of Captain Alexander Scott, who succeeded Captain Barton in the Office of Master Attendant, he pursued and married Captain Scott's Widow, an old Black Woman,* to whom Captain Scott united himself when he was Pilot's Mate, and separated from, on her becoming of notorious Character to the whole Settlement. Captain Scott's Humanity, however, induced him to support her, and at his Decease, or a little before it, he settled on her what he judged might be a comfortable Maintenance to her in her old Age. I mention this Circumstance merely to expose the Principles which have swayed this Man in Life. And you see him here consonant to the same base Principle; first influencing Mr. Hatch to place a Confidence in him, and then, because Mr. Hatch will not allow himself to be biassed by the Hank this Man supposes he has got over *him, he charges the Engagements he himself has led Mr. Hatch into, as a Crime committed by that Gentleman against the Company: Can any thing be more infamous? But in this I imagine he must be disappointed;* for what Offence has this young Man committed? what public Interest has he sacrificed? what Allowance does he draw from the Company, that he is to regard himself precluded from the Advantages of Commerce, if he can derive any from his local Situation? what are his Engagements with Mr. Cree? 600 Pieces of coarse Cloths per Month, for about Two Months, and the highest of those Cloths not 5 Rupees; so that the Whole of this mighty Investment of Mr. Hatch's is about 1,200 Pieces, and its Amount 6,000 Rupees, and this possibly gives him 600 Rupees Profit, to slender Wages of Current Rupees 20. 6. per Month from the Company: Yet this Man (Cree) from June 1775 to January 1776, provided near 3 Lacks of Goods for himself, and near 2 of the Europe Assortments, and this without any Licence of Trade from the Company, while he thinks a Servant of the Company has no Claim, under the Company's Licence, to trade at all: Such are the Inconsistencies of Self-Interest, and such the Arts of unprincipled Men in pursuit of their Object. It is evident, from the Engagement being made direct with Mr. Hatch, and that Gentleman ratifying it by his own Signature, that he could not possibly have thought he subjected himself, by such an Act, to the Displeasure of the Company; had such an Idea struck him, the Facility with which he might have covered the Transaction would have occurred, and he would not have neglected to have done it. To every Person of the least Intelligence, it must be evident Mr. Hatch had no Conception of his being guilty of a Crime to his Employers, or that his Employers expected he should debar himself of the Privilege of Commerce, in the only Articles of Manufacture the Country produces, and from which he possibly could draw a Subsistence; for certainly you, and every Gentleman who has any just Notion of India, must know that the Company's Allowance of 20. 6. C. R^s. per Month, I think, to a Factor on this Establishment, will not find him in Raiment. Fair as Mr. Hatch appears in this Business, Mr. Cree's Conduct is dark, insidious, and vile; he plainly shews, that in his Opinion, he had attempted to influence Mr. Hatch to do wrong, and having succeeded in the Attempt, he produces it as an Instance of Criminality in that Gentleman. In this, however, his Cunning overshoots itself. Mr. Hatch, it is true, is made his Instrument; but the Crime, if there is any in the Act of providing Cloths not of the Company's Manufacture, is all Mr. Cree's. But, exclusive of the suppositious Offence of Mr. Hatch, of engaging to execute a Commission, what are we to think of Mr. Cree under these Circumstances? Think what we will, there is no Room to hope any Mind can possibly be impressed with Sentiments of Respect, or even so small a Share of Kindness for him, as to soften his Crime against the first School Tye with the Appellation of Folly, for it is worse.

 Mr.

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Mr. Kerr comes next: He is not engaged in Commerce, that I know of, of any Kind; all I know of him is, that he has taken a very active Part in reſtoring the Delolls to the Proviſion of the Company's Inveſtment, and that the Head Deloll, Dooneram, has engaged himſelf to Mr. Kerr for a Banian.

Mr. Barnard M^cCullum, a Perſon in the Service of Mr. Hunter, not licenſed by the Company; was employed by him, at Gaul Para, and does not do Buſineſs, that I know of, independant of Mr. Hunter; ſo that in fact Mr. Hunter ſplits himſelf into Mr. M^cCullum, and to ſwell the Number of Names to the Addreſs, ſeparates Mr. M^cCullum's from his own.—A. J. Dormieux and J. Bruce; are Portugueze Writers; theſe two laſt may be regarded in the ſame Light as Mr. M^cCullum: So that in fact the Addreſs is Meſſrs. Hunter, Cree, and Kerr.

The Object of the Addreſs itſelf requires ſcarce a Comment; it is obvious, and muſt ſtrike every Gentleman who ſhall read it with the leaſt Degree of Attention; and the Directors muſt determine for the Company, whether it is moſt to their Intereſt to reſume the pernicious Practice that has long obtained at Dacca, of purchaſing their Goods through intermediate Agents, or manufacturing their Goods themſelves; either conformably to the Plan Mr. Barwell adopted, or any other that may ſtrike the Direction in a more eligible Point of View. The Argument, that Individuals and the Foreign Companies have, from Time immemorial, depended on the Delolls for their Inveſtment, is a moſt curious Reaſon for ſubjecting the Engliſh Company again to thoſe Men, or making thoſe Men at all neceſſary to them in the Proviſion of their Goods. Without the Influence of the Company's Name, it is evident the Delolls cannot, with equal Facility as formerly, ſupply the national Rivals of the Engliſh Commerce; of courſe, this is a ſtrong Sort of Merit on which to urge their Pretenſions to ſerve the Company, and to decry the Regulations that militate againſt the Foreign Companies and Interlopers in the Trade, and at the ſame Time give Security to the Company's Purchaſes. Admitting what the Addreſſers urge to be Truth, that the Servants of the Company, under the Company's Name, engroſs the Manufactures of the Country, and that all Purchaſes muſt be made through them. Under theſe Circumſtances let me aſk, What is the Alternative the Addreſſers propoſe? Why that the Aurungs ſhall be free and open to all. And the Means, doubtleſs, correſpond with this profeſſed Object. No ſuch thing; for they declare, that, as Individuals, they formerly purchaſed through the Delolls, the Delolls ſhould be reſtored to the ſame Power and Influence at the Aurungs; and all Claſſes of Merchants, the Company not excepted, buy through them. This is emancipating the Manufactures with a Witneſs, and giving free Currency to Trade with a Vengeance; as if ſhackling all Ranks, by making the Delolls ſuperior and neceſſary to all, gave an Independancy to all. Matchleſs Impudence! to pretend, by eſtabliſhing a Monopoly with the Delolls, far beyond any thing that can poſſibly be effected by the Servants of the Company, there would be a greater Freedom and Currency in the Purchaſes to be made, than under the preſent Syſtem; which, though it may and does give to the Servants of the Company a larger Portion of the Trade than formerly, and a Share in the Commiſſion Buſineſs with the free Merchants, yet it is not poſſible it ſhould diſcourage the Manufacture, or depreſs the Manufacturers; who, under whatever Maſters, muſt always remain ſimple Workmen at the Looms, and eat the Bread of Induſtry. That the Manufacturer is poor, I can readily admit; and it will be happy for the Company and the Community they ſhould continue ſo; was this not the Caſe, they would never labour; and indeed, it is the firſt Policy of all States, to have a well-regulated and induſtrious Poor. If it is a Doubt that the Manufacturers are a miſerable Poor, and the Hint ſhall be ſtarted, to condemn the Change of Syſtem in 1774, for the Proviſion of the Inveſtment, what Reply? I leave you to draw the Concluſion. A Syſtem has not been adopted above two Years, oppoſed and counteracted by all the powerful Influence of Money and perſonal Connection; while the Syſtem that preceded it, has operated for a long Courſe of Time. Now, if that Syſtem, oppoſed to a new one ſo circumſtanced, does not appear to Advantage, can any one ſuppoſe the new, properly ſupported, will not in Time riſe greatly ſuperior?

But whatever is ſaid of Monopoly, to vilify the Company's Servants, it is merely declamatory. All the Purchaſes made, by all the Degrees of Company's Servants, do not exceed 6 Lacks; the Company's Purchaſes are about 6 Lacks more; the Foreign Companies and Individuals, of courſe, have Eighteen Lacks to divide amongſt themſelves. See the Addreſs, which ſtates the Manufactures at Dacca 25 or 30 Lacks, though in Reality they exceed this Sum, if the Fabrics for Raiment to the Country People are included: Now if the Company's Servants do not ſhare amongſt themſelves above 6 Lacks of this Produce, (and I am certain they do not) no one, I believe, will judge them to be immoderate in poſſeſſing that Share.

The Story of the Dutch Chief, Mr. Lankeet, is introduced to ſhew, not only the Difficulties the Foreign Companies had to ſtruggle with, but to excite the Reſentment of the Company, and to influence the Company to aboliſh the preſent Mode of procuring their Inveſtment. The Difficulties oppoſed to your Rivals, the French and Dutch, is indeed a very good Reaſon for continuing the new Mode of your Purchaſes; much better cannot be urged againſt the very Point the Addreſſes urge; that is, to throw your Buſineſs into the Hands of the Delolls. Meſſrs. Day and Hatch acted with Mr. Barwell's Leave in the Tranſaction with Mr. Lankeet; if they were wrong, it was his Fault; he authorized them; and the Difficulties he had to encounter in conciliating and controlling the combined Intereſts of all the Foreign Companies, their Servants, and Individuals, induced him to approve what is neceſſary to execute his Purpoſe, and with as little Diſturbance as poſſible. If Mr. Barwell has erred, then, it has been with the beſt Intentions; and the Company, I dare ſay, will juſtify him. Reflect only how ſolicitous the Dutch and French were, in Lord Clive's and Mr. Verelſt's Governments,

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ments, to provide their Investment with yours, or to have such a fixed Number of Manufacturers; but here the Dutch declaring Mr. Lankeet's Transaction, and with good Policy; because here they wished to support the Delolls Influence, by which they were enabled to rival you; and then at the other Aurungs they wanted to insinuate themselves, and establish an Interest they had not—the only Motive they possibly could have, in all their Commercial Negociations with Lord Clive and Mr. Verelst. There are People, who seem to have adopted a Notion, that since the Act of Parliament took place in this Country, the Company's Commercial, are separated from their Revenue Interest, and that they are no longer to be considered as more than mere Merchants, and barely upon an Equality with the English Trader who has established himself under their Influence and Name. Mr. Rous, by the whole Tenor of his Conduct where the Commercial Interest of the Company have come in question, has stood forth as the Champion of the Opponents to his Employers. Notwithstanding he is receiving the Company's Pay, in the present Instance you see he has not scrupled to proceed such Lengths, as to avow himself, under his own Hand, the Instigator and Abettor of the Complaints of these unlicensed Men, whose Interests are diametrically opposite to those of his Employers; and the Support that Gentleman has given to the Addressers, flows entirely from the Check his Influence receives by so large a Body of the People of the Province being in a Manner placed beyond the Reach of his Authority; and all the Zemindars and Revenue Officers must naturally be averse to a System, which will not allow them to fleece the Manufacturers; who are sure to find Protection against all illicit Claims from the Commercial Agents, by complaining to the Revenue Officers; in short, they are mutual Checks upon each other, for the Security of the Manufacturers, and upon this Principle the System should be continued.

With regard to what Mr. John Cree alledges in his Letter to your Board, of the Cloths (not of the Company's Assortments) being indiscriminately chopped, I must observe, that on my Arrival, I found the Cloths coming in very slowly; and I received repeated Representations from the Company's Gomastah, that many of the Weavers who owed a former Balance to the Company, and had actually received their Advances for this Year, instead of going to work upon the Assortments for which they had engaged, had began to debase the Fabric, and manufacture Cloths of different Denominations, merely to avoid the Delivery to the Company; flattering themselves such would be rejected, and consequently an Opportunity be left them, of withholding the Company's Balances, and selling the Cloths manufactured upon their Money, to some of the many itinerant Europeans, who are constantly moving from one Aurung to another, to make these clandestine Purchases. That the Company might not, therefore, by this Chicanery, both be deprived of their Investment and lose the Money advanced on their Account, I was obliged, as the only Alternative left me, to direct, that the Cloths of all Weavers who stood in this Predicament, should be chopped. If the Gomastahs have, in any One Instance, exceeded these Orders, they certainly shall be punished; but the Measure, you will observe, was unavoidable.

I shall conclude my Observation upon the Subject of these Addressers, by requesting you will take particular Notice, that no one single Advantage is proposed for the Company by the Addressers; and whatever Good they may propose to themselves and the Foreign Companies, it is all at the Expence of the English Company and Company's Servants.

I beg Leave to inclose you Copy of another Letter, received this Day from the Provincial Council, with my Reply; by which you will perceive, I have not considered myself as authorized, without your immediate Orders, to allow the Assistants under my Department to undergo any Examination before the Provincial Council. Accompanying, is the Copy of a Letter from Mr. Cree.

Dacca,
the 30th July 1776.

I am, with Esteem,
(Signed) G. Hurst.

A true Copy.
(Signed) J. King,
Dep^y Sec^ry.

Sir,

I have been absent from Dacca some Days, which prevented my replying to your Letter of the 14th.

To the best of my Recollection, I never complained to you of the Treatment my Servants met with at Teetbaddy. As the Company's Gomastah at that Aurung acted immediately under your Directions, I judged the proper Place to apply for Redress against him, was to the Provincial Chief; and I was accordingly once necessitated to ask Mr. Rous for a Purwannah to release my Servant from Confinement, and for another Purwannah to remove him from there entirely, his House having been beset by Peons, insomuch that the Man dreaded going out. The Affair is now before the Governor General and Council, who I hope will not let the Culprit escape unpunished, for an Action that ought to make the Authors of it blush.

Dacca,
25th July, 1776.

I am, &c.
(Signed) John Cree.

A true Copy.
(Signed) Sam^l Wildman.

A true Copy.
(Signed) J. King,
Dep^y Sec^ry.

To

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To George Hurst, Esquire, Commercial Chief at Dacca.

Sir,

The Honourable Governor General and Council having been pleased to order us to investigate the Truth of the Facts contained in a Memorial addressed to them by some of the Inhabitants of Dacca; and having instructed us to call for all Persons who can afford us any Lights into the Complaints; we request that you will direct such of the Assistants and Servants of your Department, as we may occasionally require, to attend our Summons, and particularly Messrs. Day and Hatch, against whom the principal Charges are laid.

We do not send you a Copy of the Memorial, because we apprehend you have been furnished with it from your own Board; and we understand the Honourable Governor General and Council have desired the Board of Trade to give you Orders to the above Effect.

We propose to commence the Enquiry on Friday next.

We are,
Sir,
Your most obedient Servants,

Dacca,
July 29th 1776.

(Signed) C. W. Boughton Rous.
C. Purling.
J. Hogarth.
J. Shakespear.

P. S. As we are of Opinion, considering the Investigation is referred to our Board, that the Examination of the several Persons mentioned in the Enquiry made at Teetbaddy, viva voce, will be more satisfactory, we propose summoning them to Dacca; and we request you will order the Company's Gomastah, or any others therein mentioned, who are immediately under your Department, to attend us.

(Signed) C. W. B. Rous.
C. Purling.
J. Hogarth.
J. Shakespear.

A true Copy.
(Signed) Sam^l Wildman.

A true Copy.
(Signed) J. King,
Dep^y Sec^ry.

To Mr. C. W. Boughton Rous, Chief, &c. Provincial Council, at Dacca.

Gentlemen,

I am favoured with your Letter of Monday's Date.

If you will please to nominate any of the Black Agents under my Department, whose Conduct you are desirous of enquiring into, they shall, agreeably to the Regulations, immediately attend you; but as I have not yet received the Orders you allude to from the Board of Trade, it is out of my Power to order any of the Covenanted Servants under me to attend any Examinations at your Board; should such Orders arrive, you shall instantly be advised.

It is true, Gentlemen, I have received from the Board of Trade, a Copy of the Memorial, with the Papers accompanying it; and I am extremely sorry to perceive, from Mr. Rous's Note (N° 3.) that the Revenue Chief should invite, and strenuously urge on, Representations so apparently intended and calculated to strike at the Root of the Honourable Company's Commercial Interest in these Districts; for you will observe he says, "If I have Permission to consider your Letter to me of "Yesterday's Date as a public one, which I hope you will allow me, the Measures I shall take upon "it will convince you of my Determination to protect the Merchants, and to defeat, as far as my "Power extends, all Influence of the Company's Name, when employed to the Detriment of private "Trade. In any Representations you may make upon this Subject, I promise you my utmost Sup-"port."

I am, with Esteem, &c.
(Signed) G. Hurst.

Dacca,
July 30th 1776.

A true Copy.
(Signed) Sam^l Wildman.

A true Copy.
(Signed) J. King,
Dep^y Sec^ry.

To George Hurst, Esquire, Chief of Dacca.

Sir,

Par. 1. As a Member of the Board, you are already informed of your Appointment to be Chief of Dacca; to which Place it is necessary, on account of the Lateness of the Season, that you proceed with all Expedition, and we shall now furnish you with Instructions on such Points as are most material and necessary for your immediate Observation.

2. After taking Charge of the Chiefship, and examining into the actual State of the Factory,

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Factory, which must be done with the utmost Accuracy and Precision, you will prepare and transmit to us, as soon as possible, the Accounts hereunder mentioned.

1st. An Account of the Balance really outstanding on the 30th April 1775.

2d. An Account of Payments received in Part of those Balances, from 1st May 1775 to 29th February 1776, with the Amount then due; distinguishing what Payments have been made in Money, what by Cloths, and what by Transfers to the Advances of 1775-6.

3d. An Account of the Advances made by Mr. Grueber, for the Investment of 1775-6, shewing the Sum given to each Aurung.

4th. A Statement, shewing the Amount of Cloths received by Mr. Grueber to the 29th February, on account of the Investment of 1775-6; the Amount sent to the Presidency, account of that Investment; what remains in the Warehouse at Dacca, and at the different Aurungs; the Amount of Cash returned by the Weavers, account the Advances of 1775-6; and the real Balance due from the Weavers, account the Advances of that Year, on the 29th February 1776.

3. You are well acquainted with the Proceedings of the Board relative to these Subjects; and that the Accounts we have hitherto received are so various, and incompatible with each other, that we cannot place any Dependance on them: We however think it proper to furnish you with a Copy of the Whole, and of the Board's Proceedings thereon, from the Time of Mr. Grueber's quitting the Factory, on the 24th February last, to the 28th of May, the Day of his Suspension from the Service. These are accordingly inclosed, being intended for your occasional Reference, to shew you, in a more particular Manner, the several Explanations required; as the Statements we expect from you, in consequence of these Remarks, must be formed from authenticated Materials on the Spot.

4. Among these Papers you will find a Letter from Mr. Grueber, containing his Sentiments upon the Mode of conducting the Dacca Investment for the present Season. This Business, although we mentioned it in the second Place, must be the immediate Object of your Attention, which is rendered the more urgent from the Lateness of the Season, and the Expediency of providing for the Tonnage sent out by the Company this Year; but we hope the Dacca Investment, although somewhat retarded, is in no Danger of suffering on that Account, either in respect to the Quantity ordered, or the Periods for its Completion, Mr. Legh, who acted in the Absence of Mr. Grueber, having received Instructions to make the necessary Advances for its Security, and the Provision being reduced considerably below the Quantity ordered in former Years.

5. You will lose no Time in giving us the necessary Informations respecting the State of the Current Year's Provision, also the Kisbundee Account of Advances of Money, and Receipts of Cloths, required by our Circular Letter of the 21st November last.

6. The good Quality of the Cloths is an Article that requires your most careful Attention. At the Instance of Mr. Guinaud, the Superintendant of Investment, the late Chief was restricted from taking any Cloths that should fall below the Letter D; and this is a Regulation that we recommend your strict Adherence to, as it appears to us calculated to answer our Wishes in an Article of the first Consequence in the Conduct of our Investments.

7. The Recovery of the outstanding Balances, both of 1774-5 and 1775-6, must be one of the Objects of your Care, and is a Matter in which the Company's Interest is so materially concerned, that we are unwilling to conclude any Part of the Balances desperate, which shall not be found so after hearty and zealous Efforts to realize them. We therefore depend on your best Endeavours to that End, and that you will ascertain, and acquaint us as soon as possible with their real State, as to the Proof of their Existence, to establish the Company's Claims for their Recovery, and the Circumstances of the Persons from whom they shall appear to be due.

8. We cannot dismiss this Article, without enjoining you to use every Precaution for obviating the incurring of outstanding Balances in future. This, we are confident, is to be done, if proper Means are employed for their Prevention, when Advances are issued to the Manufacturer. It must depend, in the first Place, on the Fidelity of the Agent by whom such Advances are made, and in the next, on due Care that they are rightly proportioned to the Engagements and Abilities of the Manufacturer. As Usages in the Conduct of this Branch vary in different Parts of the Country, we cannot give you precise Instructions as to the Process and Detail in which it should be conducted at Dacca, and which, therefore, upon the Whole, we must leave to your Discretion and local Knowledge of Circumstances, assisted with the Hints which we already have, and are now about to furnish for your Guidance.

9. We have instructed Mr. Legh to withhold Advances from any Pykar or Weaver who, being indebted to the Company, shall refuse to settle his Balances by Kistbundy, or other Means, for their Payment; at the same Time, it is equally necessary to be careful that the Gomastah or Agent on the Part of the Company, does not practise any Deceit to falsify his Accounts, to the Injury of the Manufacturer.

10. To guard against any unwarrantable Attempts of that Nature, it will be necessary, that on issuing Advances for the Purposes of the Investment, certain Engagements be reciprocally entered into between the Gomastah or Agent who makes the Advance, on the one Part, and the Weaver or Pykar with whom the Responsibility rests, on the other; the first must engage in Behalf of the Company, to make Advances at certain stated Periods to the Weaver; who, on the other Hand, engages to deliver Cloths in return, of a proper Quality, on a reasonable Kistbundy; and he is to sign proper Receipts for the Advances, as they are made.

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11. The Regularity and due Adjustment of Accounts with the immediate Provider of the Goods, is a Circumstance equally necessary to secure the Delivery of them in proper Time, and to prevent outstanding Balances. Such an Adjustment may, we think, be facilitated by the Regulation we have now proposed, and which you will cause to be adopted at all the Aurungs of your Department; drawing up the Obligations to be mutually entered into, according to such Form as shall be the most binding on the Parties, in case it should be necessary to prosecute them in the Court of Adawlet; where, by Means of those Engagements and regular Accounts, the Process may be brought to a speedy Issue; but we would only have you proceed to this Extremity when it shall be found impossible to adjust Accounts within a reasonable Time, by your own Interposition, or that of the Agent under whose Authority the Weavers, or others on whom the Claim is made, are immediately placed.

12. The Conduct of the Dacca Duan having lately come under our Consideration, we have from thence found Occasion to search into the Origin and Nature of his Office; and having obtained no satisfactory Information here, we desire that this may be an Object of Enquiry with you, and that you will, as soon as possible, report to us what you learn of the Appointment, Power, and Responsibility of that Officer; particularly in respect to the Charge and Disbursement of Money, also of the Manner in which the Powers of this Office have been exercised by the present Dewan, and what Degree of Trust or Responsibility was actually delegated to him by Mr. Grueber when he left Dacca; particularly whether at that, or any other Time during his late Chiefship, he entrusted to the Dewan the other Key of the Treasury.

13. Differences respecting public Business having arisen between Mr. Grueber and Mr. Day, the Superintendant of the Junglebarry Aurung, Copies of their Letters to us are included in the Papers prepared to you. The principal Articles in Dispute are the Adjustment of the Accounts of Junglebarry for 1774-5; the Balance due to the Company by Mr. Day; the Time and Motives of the Advances made at Junglebarry, account the Investment of 1775-6; and the Causes of the heavy Balance at the End of that Year. All these Points, as you will find by our Proceedings of the 5th Instant, are referred to your Examination. We desire therefore that you will enquire into them, particularly into the Balance actually due to the Company by Mr. Day: *In the Course of which* you will be careful to investigate not only the Balance now due, but the Cause thereof; the Amount which Mr. Day, from that Cause, first stood indebted to the Company; the Increase of his Debt, if any; and all the Payments he may have made since the Time he first became the Company's Debtor, with their Dates: And, when you shall have finished the Examination, you will transmit us the whole Process of your Enquiries.

14. We observe, that Mr. Day has been repeatedly charged by Mr. Grueber, with Disrespect to him, as his *Chief*, under whose Orders he immediately acted. Without entering into further Enquiries on such a Charge, we think it necessary, and accordingly direct, that you inform Mr. Day, he will do well to be circumspect in his Conduct and Behaviour, as well on this, as on every other Occasion: And as there appears for some Time past to have been a Want of Propriety in the general Intercourse of the Assistants at the Dacca Factory and its Dependencies, with their Chief, we further direct, that you signify the like Precaution to every other Gentleman of your Department.

15. The different Points we have here thought it the most material to touch upon, have been the Subject of Enquiry, and of Controversy, with your Predecessor, during almost the whole Time of his Chiefship; we therefore recommend you having Reference to them all, as they stand on the Records of the Factory, by way of leading to a thorough Investigation of each. We shall rely on your Attention and Assiduity for a full and satisfactory Explanation of them at large, without further Delay, that we may be enabled to transmit to our Employers, a clear and distinct View of the Situation of their Affairs at your Factory, by the earliest Opportunity.

We are, Sir, &c.

Fort William,
7th June, 1776.

A true Copy
(Signed) J. King,
Dep^{y}. Sec^{ry}.

Extract of the Company's Instructions, dated 29th March 1774.

Par. 22. And as the Agents of Foreign Companies, Free Merchants, and others, may greatly embarrass our Board of Trade in the Provision of our Investments, by obtaining from the Company's Manufacturers the Goods manufactured by Means of our Advances, we direct that you forthwith form such Regulations as shall effectually guard our Property against Attempts of this Nature.

Extract of General Letter per Nottingham, dated the 3d March 1775.

Par. 27. Unwilling as we are to return to the former coercive System of providing an Investment, or to abridge that Freedom of Commerce, which has been so lately established in Bengal; yet, at the same Time, finding it our indispensable Duty to strike at the Root of an Evil which has been so severely felt by the Company, and which can be no longer supported; we hereby direct, that all Persons

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Persons whatever, in the Company's Service, or under our Protection, be absolutely prohibited, by public Advertisement, from trading in any of those Articles which compose our Investment, directly or indirectly, except on account of and for the East India Company, until their Investment is compleated,

True Extracts.
(Signed) J. King,
Sub Sec^ry.

APPENDIX, N° 52.

First Minute concerning the Freedom of Trade, and Company's Investment at Dacca, delivered upon Mr. Hurst the Commercial Chief's Letter of July 15th 1776.

Mr. Rouse,

THE Letter which has been addressed to us by the Commercial Chief, affords us an Instance, which I observe with Regret, and the only Instance I ever remember, of a Gentleman in a public Office declining to reply to References from another public Office, upon Matters which, under different Points of View, must affect materially the Functions of each Department: I say with Regret, because it is my Wish, as I doubt not it is that of all the Members of this Board, to promote, by every Exertion of our Authority, consistent with Justice, the Privileges and Commercial Interests of the Honourable Company. These Views cannot, according to the Ideas I entertain upon the Subject, be promoted with so much Efficacy and Expedition, as by a ready Communication of Sentiments between the Two Departments, and a cordial Disposition in both, to remove Embarrassments.

Actuated by these Sentiments, I disclaim Contention with every Man who serves the Company, unless when I may be obliged to contend against Infringements of the public Regulations; or in Support of the Rights of Individuals who live under our Protection: None better deserve it, than the Merchant and the Manufacturer; and it is their Industry, free and unrestrained, which once made this Province flourish. The Cheapness of the Company's Cloths; the Facility of providing them; the Goodness of the Fabric; the Security of their Advances; are Objects inseparable from the general Ease and Happiness of the People, and permanent Prosperity of the Country. When the Manufacturers are impoverished and discontented, and Merchants are discouraged, it will be in vain to look for successful Commerce; occasional Acts of Power, to render the Company's Trade beneficial, will defeat their own Purposes, and accelerate its Ruin.

These are self-evident Truths, which must equally strike the Mind of every reasonable Man. But I quit the Line of general Argument, as I mean not to project Regulations, but that we should carry into Effect those which are already formed. And as Mr. Hurst has declared his Intention of not favouring us with a Reply, without the Orders of his Superiors; I think that we may not scruple to proceed, henceforward, in the Execution of the clear and positive Instructions of the Governor General and Council, without admitting the Delay of a Reference, which, with regard to Complaints lately preferred to us, of Violences offered to a private Gomastah in the Purchase of his Goods, and the Sequestration of Cloths in the Loom belonging to Weavers, might rather have been considered as a Mark of Delicacy to that Gentleman, and Attention to the Company's Commercial Concerns under his Management merely; not as "a Prejudice and Forwardness to depreciate his Authority." Such a Reference was not judged necessary, when similar Complaints were made in May 1775. Upon this Occasion, it must have proceeded from a Wish to avoid the Appearance even of depreciating Mr. Hurst's Authority, and a Regard to the Spirit of the Regulations which have been established since the Advertisements and Orders of March, April, and May 1775, that the Board requested he would inform them, Whether or not such Incidents as were alledged by the Complainants, could have arisen from any Orders sent by him? In one Case we might suppose, that Measures had been taken for the Company's Interest, which interfered with the Views of Individuals; but in the other, we ought to proceed against the immediate Agents, as Persons accused of Violence, and an arbitrary Abuse of Power. To receive Complaints, is not to decide upon the Merits of them. However, Mr. Cree's Complaint of Impediments proved just last Year; and if even his Servants may have exaggerated Grievances in the present Case, still it is certain that Cloths have been attached, and that Cloths provided by Mr. Cree's Advances may very probably have been amongst them.

Mr. Hurst's Suggestion of an Error in our Letter, of the Word *Tidbaddy* being written instead of *Dacca*, is just; and I am sorry for the Inference it allows—that Measures "apparently of a very "pernicious Tendency to the general Freedom of Trade," are alledged to have taken place in Two Aurungs, which an Oversight in the Name might make the Board imagine had been confined to one.

Might I be permitted to offer an Opinion, whether the Commercial Chief is invested with an Authority to seal and attach the Cloths in the Loom, I should be inclined to think, from a Perusal of all the public Regulations we possess, that he is not; but that Application should be made, by the Company's

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pany's Gomastah, to the Naibs of Adaulut, who are stationed at the Aurungs to "take Cognizance "of all disputed Claims between Delolls or Gomastahs and the Weavers;" and by whom "a Weaver "in the Company's Service, convicted of selling Cloth to private Merchants, whilst he is deficient in "his Deliveries, according to the stated Periods of his Agreement with the Company, shall be pu-"nished in a regular Process and Conviction." Such are the Terms of the Regulation. It has never been declared, that the Commercial Chief shall seize the Property of Men, without any Formality of Justice, when their Persons are in Confinement by the regular Judgment of the Court. However, I wave this Point, from an Unwillingness to oppose any specific Authority, which may, in particular Cases, be conducive to the Security of the Honourable Company's Property. But how much soever the Expediency of this Power of attaching Cloths in the Loom, may be urged, in order to prevent Individuals from buying up with ready Money Cloths provided with the Company's Advances; an Abuse of the Freedom of Trade, which I hope the Board will exert every legal Power of Government to prevent; I cannot conceive why it should be exercised for the Seizure of Cloths which are not of an Assortment ever taken by the Company, and suitable only to the Asiatic Commerce: In such Cases, the Idea of Competition between the Company and Individuals is removed.

I am surprized to observe Mr. Hurst introduce the chartered Rights of the Company as constituting the superior Influence in the Inland Trade, now judged indispensable, although the British Nation cannot be said to have had any Interference in the Inland Trade at the Time those Rights were conferred by its Royal Sovereign. A Reference to the political History of the present Company, will demonstrate, that they enjoyed those chartered Rights for above Fifty Years, without the Idea or Power of assuming a superior Influence in Bengal; and yet their Trade flourished. But since their Military Reputation and Successes have gained them an uncontrolled Authority in those Provinces, it has been optional with the Company to assume a superior Influence, or not; and the Custom has varied at different Times since the Year 1765, when they obtained the Dewanny: When, in the Month of April 1773, it was generously "relinquished, with a View to the Freedom of "Trade and the Welfare of the Country," it was by a Publication under the Seal of the Dewanny, the Title by which they held the interior Administration and Revenues of Bengal, and not under the Common Seal of the East India Company, as a Renunciation of any Right conveyed by their Charter.

It is likewise a Subject of Surprize to me, that Mr. Hurst should urge a Variety of Arguments to us, against opposing the Company's Interests; as if our declared Activity to mark every Tendency to Monopoly, and restrain unwarranted Influence in Trade, which the Honourable Company have invariably prohibited, could admit an Implication that we opposed it. During the above-mentioned Period of Fifty Years the Company had no Concern whatsoever in the Prosperity of the Country: Their Views were purely Commercial. But under the present Circumstances of their Affairs, I apprehend that the Interest of the Company, and the Interest of the Country, are one and the same Thing; and it would be chimerical indeed to argue, that Freedom of Trade does not promote the Prosperity of a Country. From hence I would beg Leave to infer, that an Investment of a Year or Two, procured a Degree cheaper by superior Influence, admitting the Supposition, will prove a miserable Compensation to them, for the Decay of the Cloth Manufacture at Dacca. This must unavoidably be the Case, from the small Investment now purchased by the Company, and the Difficulties almost insurmountable, under which a Merchant labours, in providing the smallest Quantity of Cloths; although formerly, when the Company's Investment was far more considerable, he might have provided to any Amount. Under the System adopted, of sealing Cloths in the Loom, the Difficulty and Discouragement to the Merchant will increase, and it follows of consequence, that the Manufacture will be diminished. For, as there are few Weavers in the Country, I suppose, who do not, in some Years Accounts, stand indebted to the Company; and it is notorious that of this Class, Numbers have not wherewithal to extricate themselves from Debts, but subsist only by the continual Labour of their Hands; it would be Madness in any Merchant to attempt making an Investment, when the Cloths provided from his Advances, whether of the Company's Assortment or not, are liable to be sequestered upon the Plea of Company's Balances; the Reality of which must rest upon the arbitrary Declaration of a Gomastah.

I much wish, that the Amount of Balances which can be recovered by this arbitrary Mode of Procedure, and the Cheapness of the Investment provided by Influence, may compensate the Company, even for the Loss of Five per Cent. they would gain in Duties from the Merchant: Still more do I wish, that it may compensate them for the Destruction of public Credit, and for the Decay of the Manufacture. My Aim is not to attack Individuals, but to expose destructive Principles of Policy; and as these Proceedings will hereafter fall under the Inspection of our Superiors, I take this Occasion of offering my Sentiments with a Freedom, which Fidelity of Service demands from me.

Whilst I lament every Injury which affects the Country, I am likewise sensible how much it is incumbent upon the Chief of the Factory, to take every possible Precaution for securing the Company's Debts. Attentive to this Truth, I would wish to give him no Interruption whatsoever, in the Exercise of the necessary and just Authority annexed to his Station: On the contrary, I shall at all Times readily concur in giving Force to every Regulation and Ordinance of the Honourable Court of Directors, or the Council General, for the Support of their Commercial Interests. But whilst, among many other Orders for a general Liberty of Trade to European and Native Merchants, a Publication

2

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Publication of Government declares, that, "If any Gomaſtah, Deloll, or Pykar, or others acting "under the Authority of the Engliſh Company, or engaged in the Service of Individuals belonging "to their Juriſdiction, &c. ſhall, by any illegal Means, interrupt or impede the fair Trade of the "Dutch Company, or of any other Merchants, of whatever Nation, they ſhall be puniſhed in a ſe- "vere and exemplary Manner; and for that Purpoſe, Orders have been iſſued to the Chiefs and "Councils of all the Provincial Diviſions, to receive, and minutely to examine, all Complaints that "ſhall be preferred to them, concerning ſuch Abuſes, and to puniſh the Authors of them." Whilſt ſuch a Line of Duty is preſcribed to us, I muſt remain convinced of the Propriety of our re- ceiving and examining, by our own Officers, Complaints againſt the Gomaſtahs of the Factory; and reſtraining, as far as is conſiſtent with ſubſequent Regulations, every Operation of Influence, which can interfere with the fair and open Trade of Individuals; for whom a Reſidue of Three- Fourths of the Dacca Manufactures*, after allowing for the Inveſtment of the Factory, ſurely leaves an ample Field to exerciſe their Induſtry and employ their Funds, without the ſmalleſt Neceſſity of a Competition with the Honourable Company's Purchaſes.

With regard to the Examination the Commercial Chief has directed to be made, I do not think it can be received by the Board for their Guidance, or as the Grounds of their Judgment, in Com- plaints preferred. However, my Opinion is, that in conſequence of the Explanation Mr. Hurſt has offered us, we need not proceed upon any farther Enquiry for the preſent, but wait the Reſult of the Repreſentation Mr. Cree declares his Intention of laying before the Governor General and Council.

* The Value of Cloths manufactured Annually in the Dacca Province, is from 20 to 25,00,000 R^s. The Company's Inveſtment is only 5,00,000 CR^s.

APPENDIX, N° 53.

EXTRACT of Letter from the Board of Trade, at Fort William in Bengal, dated the 21ſt July 1775.

OUR Conſultations of the 26th May contain the Anſwer of the Governor General and Council, to our Repreſentation of the 9th of the ſame Month, concerning the Limitation of the In- veſtment. From thence you will obſerve, that they have acquieſced in our Eſtimate of Advances for the Proviſion of the preſent Year; but ſtill claim and reſerve to themſelves the Right of limiting our Inveſtment, whether the State of their Finances obliges them to ſuch a Meaſure, or not. This clear Avowal of a Claim, the Exerciſe of which would ſo materially encroach upon what we apprehend to be the immediate Duty of our Board, will, we hope, ſtrengthen the Appeal we have already made to you upon the Subject.

Conſ. 26th May. We now forward to you, an Abſtract Liſt of the Inveſtment to be provided for 1775, agree- ably to the laſt Eſtimate ſent to the Governor General and Council, in our Letter of the 26th May, with the Expectations only of ſome Additions, which we have ſince found it neceſſary to admit, in the Article of Filature Raw Silk, as particularly noted in the ſaid Abſtract, and explained in our Proceedings of 12th June, and 19th July. (Conſ. 12th June, and 19th July.)

9th May. For the Calculation we have made, of the Amount of Inveſtment to be ſent you by the Ship- ping of this Seaſon, we beg Leave to refer you to our Letter of the 9th of May, addreſſed to the Governor General and Council, and recorded in our Proceedings of the ſame Day; wherein this Amount is ſtated at Seventy-one Lacks of Current Rupees. We have formed our Calculation upon the Tonnage expected this Year, and the Advances granted to us by the Governor General. Conformably to our propoſed Plan, we mean to ſhip on board the Colebrooke, which returns to Fort St. George, 50 Tons of fine Goods.

Conſ. 30th May. Some Obſtructions to the Buſineſs of the Inveſtment aroſe both at Patna and Dacca, in con- ſequence of a Publication made by the Governor General and Council, for a general Freedom of Trade, which the Weavers and other Manufacturers miſinterpreted into a full Releaſe from all Balances due to the Company, and even from Engagements voluntarily made with them. The Letters addreſſed to us on this Subject, by our Chiefs at thoſe Factories, are inſerted in our Proceedings of 30th May, 2nd, 12th, and 28th June. (2d, 12th, 28th June.) We made a Repreſentation to the Governor General and Council, of the Inconveniences which had ariſen, and propoſed, for the obviating of them, ſeveral Regulations; to which they have agreed, and which, we hope, will in a great Meaſure prevent any further Difficulties. (Conſ. 12th June, and 18th July.) Theſe Regulations, and the Anſwer of the Governor General and Council, are to be ſeen in our Conſultations of 12th June, and 18th July.

(26th, 26, 30 May.) The Continuation and Concluſion of the Dacca Inveſtigation, mentioned in the 4th and 5th Para- graphs of our laſt Addreſs, will be found in the ſeveral Conſultations noted in the Margin. It appeared

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appeared from the Report of our Export Warehouse-keeper and Examiner, mentioned in that Address, *that the Cloths had been taken from the Weavers in the Prizings, at too low a Valuation*; but we have since found, that Mr. Cartier's Musters, upon a Comparison of which with the Cloths this Report was made, are upon the Whole inferior to the new Musters fixed by Mr. Barwell; and that the Weavers, in consequence of the Advance of Price which was allowed them, had agreed to make Cloths equal to these new Musters. We have therefore judged, that they have suffered no Injustice in having their Cloths prized by the Musters which they themselves agreed to make the Standard. And although it appears that the Weavers were not allowed the same Liberty of selling to Individuals as they before enjoyed, our Opinion, upon the Whole of these Complaints, is, that they have originated from the premeditated Designs of the Delolls to thwart the new Mode adopted for carrying on the Company's Business at Dacca, and to render themselves necessary; and have been continued by the Weavers, in the Hope of having their Balances excused. In these Complaints, several Charges having been stated, particularly against Mr. Day, an Assistant at Dacca, we have gone through a minute Enquiry into them, and have not found them to be just, or the Conduct of Mr. Day to be reprehensible.

Conf. 2nd, 12th, 19, 23, 27 June. 5th, 15, 21 July.

At the Recommendation of Mr. Guinand, for the Reasons urged by him in his Observations recorded in our Proceedings of the 25th of April, we determined, that we would in future receive only Four Letters of Dacca Cloths, instead of Six, as practised last Year; and in consequence some Alterations have been made in the Musters, as proposed by that Gentleman, in his comparative Statement of the Musters of Mr. Cartier and Mr. Barwell, recorded the 19th of June. Conf. 25th April.

We have established it as an invariable Rule, that what Deficiency soever there might at any Time be in the Dacca Investment, *no Purchase of the Manufacture of that Quarter should be made, for Account of the Company, from private Merchants.* We have passed this Resolution, which we deem of Importance, from a Persuasion, *that private Merchants are often induced to make Advances for Dacca Goods, not by the ordinary Chance of Sale, but merely from an Expectation of disposing of them at an enhanced Price, to the Company*; *against whom a Rivalship is by this Means encouraged.* The only possible Case in which we think it might be allowable to deviate from this Resolution, is, that private Merchants should offer to sell their Goods as cheap as the Company could provide them on the Spot; a Case no way likely to happen. We mean to observe the same Rule with respect to the Investment of any other of the Factories, from which similar Complaints may be made to us. Conf. 19th June.

APPENDIX, N° 54.

Extract of Letter from the Board of Trade at Fort William in Bengal, dated 31st October 1775.

THE Obstructions which we mentioned in our last to have arisen at some of our Factories, appear to be in a great Measure removed. The Regulations which with this View we proposed to the Governor General and Council, were by them published about the Beginning of September; and from Patna, no further Complaint has been made to us; at Dacca, the Weavers are still refractory; but by all the Materials which have come before us, we are confirmed in our Opinion, that they have not sufficient Reason for Dissatisfaction. To their Hopes of being absolved from paying the Balances of the preceding Year, to the Arts of the Delolls, whose Aim it is to be re-employed, and to the Misinterpretation of the first Publication for a general Freedom of Trade, we are willing to ascribe the Difficulties which have continued at that Factory, and which have taken up a great Part of our Time and Consultations: We flatter ourselves, however, that these Difficulties are not absolutely insurmountable; and we have therefore informed the Chief, that we shall hold him responsible for the proper Provision of the moderate Investment which we have required for this Season. Mr. Guinand, whom we had sent there for the Reasons recorded in our Proceedings of the 21st and 25th April, laid before us upon his Return, a Copy of a Letter which he addressed to Mr. Grueber, upon the present State of the Company's Business at Dacca, and the several Modes by which the Investment might be provided there. We desired Mr. Guinand to attend us, and proposed to him some Questions which we thought necessary, in Explanation of his Letter. To the Letter itself, and to his Answers to these Questions, we beg Leave to refer you, for full Information of his Sentiments. We are of Opinion, the Plan of purchasing from the Weavers with ready Money, to which he gives the Preference, is not at present practicable.

Ltr. 21st July p. Northumberland. Conf. 5 Sept.

Conf. 21st and 25 April. Conf. 24th Octor.

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A P P E N D I X, N° 55, A.

EXTRACT of the Company's General Letter to Bengal, dated 10th April 1771.

Par. 18. AS Freedom in Trade is neceſſarily productive of its Increaſe, the Mode of providing your Inveſtments by Gomaſtahs, Delolls, and Pykars, muſt be a perpetual Bar to that Freedom which we are ſo ſolicitous to eſtabliſh. We therefore hereby order and direct, that you revert to your former Practice of providing Inveſtments by Contracts with Dadney Merchants. And in the Conduct of this Meaſure, you muſt, by a general Publication of our Intentions, invite as great a Number of Merchants to deliver Propoſals, and make your Contracts as extenſive, as poſſible; being attentive, at the ſame Time, to the Improvement of the ſeveral Manufactures, and taking Care that you engage only with Merchants of good Character, and ſufficiently valid for the full Performance of their Contracts.

19. Though by increaſing the Number of Dadney Merchants, the Company's Riſk in the Advances it may be neceſſary to make, will be leſſened; you muſt however require from them a proper and competent Security for their Engagements, as we cannot conſider the Merchants being bound for each other, as ſufficient to prevent the Loſſes we may be ſubject to by the Failure of particular Perſons. It is no leſs expedient, that the Dadney Merchants with whom you may contract, be liable and agree to ſuch Penalties as have been cuſtomary, or may be requiſite for ſecuring to the Company the full and timely Delivery of the Goods they ſhall engage to provide, and for preventing any Debaſement in the Quality or Deficiency in the Meaſure thereof: And theſe Merchants muſt alſo be bound, under proper Penalties, not to purchaſe or provide, for any Perſon or Perſons whatever, ſuch Sorts and Species of Goods and Manufactures as they ſhall contract to ſupply for your Inveſtments.

20. *As on the Revival* of the ancient Mode of providing Inveſtments by Dadney Merchants, you *may not*, for ſome Time at leaſt, be able to procure from them ſuch a Quantity of Goods as our Occaſions may require; you are in ſuch Caſe to open your Warehouſes for ready Money Purchaſes of ſuch Articles as may be wanted to ſupply the Deficiency of your Contracts, and may be fit and proper for the Europe Market. But as we are apprehenſive that ſuch Purchaſes may furniſh us with Goods of the common Sortments only, you muſt be attentive to ſecure by your Contracts as large a Proviſion as poſſible of the beſt and approved Fabrics: To this Injunction we are not only led by preſent Neceſſity, but we aſſure ourſelves, that by ſuch Means the Manufactures of Bengal will ſoon be reſtored to their former Degree of Fineneſs and Eſtimation; ſo that our Ships may not, as of late, be returned to us with depreciated Fabrics, ſome of which have ſcarce produced their original Coſt; and in theſe important Objects, we hope and truſt that your Regard for our Intereſts will engage you to purſue ſuch Meaſures as ſhall be moſt likely to promote our Views, and effect our Deſigns, for the Benefit of the Country, as well as the Company's Commerce.

21. As the Aim of our Orders for removing from the Aurungs the Company's Gomaſtahs and Agents of any Denomination, is to relieve the Weavers and Manufacturers, who have long groaned under the Oppreſſions of ſuch Petty Tyrants, we earneſtly recommend to you to conſider and apply the moſt effectual Means to prevent the Gomaſtahs and Agents of any Perſons under our Juriſdiction, from exerciſing the like Abuſes, Exactions, and Extortions as we have Reaſon to fear have been committed by Perſons under Sanction of the Company's Name. You are alſo, by maintaining a due Execution of Juſtice in the ſeveral Courts throughout the Provinces, to afford the oppreſſed Natives all ſuch Relief as may encourage them to purſue with Alacrity their ſeveral Occupations; and, by convincing them of the Benefits of our Influence, excite them to recompenſe, by their Induſtry, the Attention of their Benefactors.

Extract of the Company's General Letter to Bengal, dated 7th April 1773.

11. As the Inſtructions which are from Time to Time tranſmitted to you in the Liſt of Inveſtments, muſt be conſidered as coming from the Vender to the Manufacturer, we again urge the abſolute Neceſſity of your paying ſtrict Attention to them, in order to make ſuch Improvements in ſome Parts, and Alterations in others, as may in future render our Inveſtment more applicable to the European, American, and African Markets; but above all, to recover, if poſſible, thoſe Advantages which, from your Inattention, we have almoſt loſt Sight of. And as we are in our Liſt of Inveſtment particular and partial to thoſe Letters that are moſt in Eſteem, and from thence it may frequently happen that we order abundantly where but ſmall Quantities can be provided, the greateſt Care muſt be taken to encourage an Emulation in the Weavers of one Aurung to bring their Goods to the ſame Degree of Perfection with thoſe of another; and as the prohibited Goods of all Denominations are in the greateſt Demand for the American and African Trade, and not only their Sale, but alſo their Fitneſs for thoſe Markets, depends entirely on a ſtrict Adherence to our Orders, we cannot ſufficiently reprove thoſe who have ſo totally neglected them; nor can we convey to you a ſtronger Inſtance thereof, than by obſerving, that the Goods ſent to us are

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are so very indifferently chosen, as frequently to oblige the Merchants of this Place to import from the Dutch, in order to make up fit and proper Assortments, at the very same Time that our Warehouses are glutted with those of the same Denomination.

12. We must likewise here observe, that the Reasons which you assign for a Deficiency in the finer Part of our Investment, appear to us very extraordinary; nor can we conceive why Money is so readily advanced for the Purchase of coarse Goods, and withheld from those Aurungs that can alone produce the prime Articles; from which, not only the Credit, but likewise the Profit of our whole Investment entirely depends.

13. The flowered Goods, particularly those from Dacca, continue extremely defective; we therefore strictly require you to appoint, from among our Covenant Servants, Inspectors, in order that the Cloths may be properly assorted before they are delivered to the Workmen. By this Means the different Qualities may be appointed to those Works that they are best adapted to receive, and such Cloths as are defective in Quality, may not be loaded with the additional Expence of an Operation which they are by no Means fit for.

16. We learn with Concern, that the assorting and packing of our Investments is principally entrusted to Black Servants; and that our Warehouses (formerly a useful Nursery to give our younger Servants a Knowledge of the different Fabrics) have seldom more than one English Writer belonging to each. The Magnitude of our present Investments, and the little Attention that has been paid to our repeated Complaints of the Assortments of your Cloths, have determined us to make the following Reform, which must be carried into Execution upon the Receipt of this Letter. In the Export Warehouse you are to fix a sufficient Number of our junior Servants, discharging gradually the Black Sorters and Writers.

17. That you may be enabled to do this sooner, and that our own Servants may be fully and early instructed, we appoint Messieurs Lister and Kellican as Assistants to the Export Warehouse-keeper, with the Rank of Factors, but never to rise higher in our Service. The Friends of those Gentlemen have recommended them in so favourable a Light, for their Knowledge and Experience as Merchants, that besides the Advantages we hope and expect from their attending constantly to the sorting and packing, we trust that our Writers (instructed by their Judgment) may soon be qualified to do their Duty properly. And to encourage the Writers to be assiduous in acquiring this Knowledge, we direct that as they become qualified for subordinate Settlements, and can be spared, these have always a preferable Claim to such Favour: And as this is to be a standing Rule, our Factories will thereby be constantly supplied with able Servants.

19. We cannot but be sensibly affected at finding, that neither the Instructions we have given you, nor the Means you have taken for the Provision of our Investments, have hitherto produced any solid and effectual Regulations. The Plan we transmitted in April 1771, is declared by you to be impracticable; and yet in the forming of it we had been aided by those who had filled the highest Stations, and had recently returned from Bengal. Our Object in this Plan, was to connect the Company and all others, Natives as well as Europeans, in one common Interest, and by relinquishing every Claim to Preference from our Power and Influence, to establish Liberty and Freedom of Commerce throughout the Provinces. And although this Design has proved unsuccessful, we have the Satisfaction to reflect, that it must ever remain as a Testimony of our intentional Justice and Humanity.

21. We wish we could refute the Observation, that almost every Attempt made by us and our Administrations at your Presidency for the reforming of Abuses, has rather increased them, and added to the Miseries of the Country we are so anxious to protect and cherish. The Truth of this Observation appears fully in the late Appointment of Supervisors and Chiefs. Instituted, as they were, to give Relief to the industrious Tenants, to improve and enlarge our Investments, to destroy Monopolies, and retrench Expences; the End has by no Means been answerable to the Institution. Are not the Tenants more than ever oppressed and wretched? Are our Investments improved? Has not the Raw Silk and Cocoons been raised upon us 50 per Cent in Price? We can hardly say what has not been made a Monopoly. And as to the Expences of your Presidency, they are at length swelled to a Degree we are no longer able to support. These Facts (for such they are) should have been stated to us, as capital Reasons why neither our Orders of 1771, nor indeed any Regulations whatever, could be carried into Execution. But perhaps, as this would have proved too much, it was not suggested to us; for nothing could more plainly indicate a State of Anarchy, and that there was no Government existing in our Servants in Bengal.

23. And therefore, when Oppression pervades the whole Country; when Youths have been suffered with Impunity to exercise sovereign Jurisdiction over the Natives, and to acquire rapid Fortunes by monopolizing of Commerce; it cannot be a Wonder to us or yourselves that Dadney Merchants do not come forward to contract with the Company; that the Manufactures find their Way through Foreign Channels; or that our Investments are at once enormously dear, and of a debased Quality.

24. It is evident then, that the Evils which have been so destructive to us, lie too deep for any partial Plans to reach or correct; it is therefore our Resolution to aim at the Root of these Evils; and we are happy in having Reason to believe, that in every just and necessary Regulation, we shall meet with the Approbation and Support of the Legislature, who consider the Public as materially interested in the Company's Prosperity.

25. In order to effectuate this great End, the first Step must be, to restore perfect Obedience and due Subordination to your Administration. Our Governor and Council must reassume and exercise

2

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exercise their delegated Powers upon every just Occasion; punish Delinquents, cherish the Meritorious, discountenance that Luxury and Dissipation which, to the Reproach of Government, prevailed in Bengal. Our President, Mr. Hastings, we trust, will set the Example of Temperance, Œconomy, and Application; and upon this we are sensible much will depend. And here we take Occasion to indulge the Pleasure we have, in acknowledging Mr. Hastings's Services upon the Coast of Coromandel, in constructing, with equal Labour and Ability, the Plan which has so much improved our Investments there; and as we are persuaded he will persevere in the same laudable Pursuit through every Branch of our Affairs in Bengal, in Return, may depend on the steady Support and Favour of his Employers.

62. As we observe the Cossimbuzar Investment is provided by an Authority totally independent of Government, and that the Company's Servants assume to themselves a Right highly detrimental to us, and by that Means have, since the Year 1769, raised the Price of the Cocoons 50 per Cent; we are no longer at a Loss to account for the Opposition that has been made to the joint Endeavours of our Servants, Messieurs Wiss and Robinson. But we now hope that such Measures have been adopted, as will put that Part of our Investment on a better Ground, and render their Assiduity more advantageous to their Employers.

APPENDIX, N° 55, B.

Sir,

Having received an Order, dated the 2d April 1783, from the Honourable the Select Committee of the House of Commons, appointed to take into Consideration the State of the Administration of Justice in the Provinces of Bengal, Bahar, and Orissa, That there be laid before the said Committee, a Copy of the Answer of Richard Barwell, Esquire, to the Bill filed against him in the Chancery Side of the Supreme Court of Judicature at Calcutta, by certain Merchants called Delolls, residing in the City of Dacca; I beg Leave, Sir, with all Respect, to acquaint you, that after the most diligent and attentive Search, no Copy of the said Answer is to be found among the East India Company's Records; and that there is all Cause to conclude, that no such Answer has been hitherto transmitted from Calcutta to the Court of Directors of the said Company.

East India House,
the 15th April 1783

I am, with great Respect,
Sir,
Your most obedient and
most humble Servant,
P. Michel, Sec^ry.

To General Smith, Chairman
of the Honourable Select Committee.

APPENDIX, N° 55, C.

Lunæ, 14° Aprilis 1783.
At the East India Judicature Committee;
General Smith in the Chair.

Ordered, That the Clerk do write to Richard Barwell, Esquire, one of the Members of the House, to the following Purport.

"That the Committee finding on the Company's Records a Bill, in the Chancery Side of the "Supreme Court of Justice in Calcutta, filed against him by certain Merchants called Delolls, "residing in the City of Dacca, they directed the East India Company to produce the Copy "of his Answer to that Bill; which is not to be found; and to give him this Information, that "he may, if he pleases, furnish the Committee with a Copy of his Answer to that Bill, if any "such Answer was filed by him, which the Committee will be ready to receive, and also any other "Information upon that Subject; as the Conduct of the Company's Servants employed in the "District of Dacca, towards the Inhabitants of that Province, is a Matter of their Enquiry."

Jovis, 17° Aprilis 1783.
At the East India Judicature Committee;
General Smith in the Chair.

Ordered, That the Clerk do write to Richard Barwell, Esquire, to the following Purport.

"That the Committee finding that almost the whole Business relative to the Delolls is on "Record, except his Answer, and thinking that he might have a Copy of it, wished to receive it "at his Hands.

"That

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"That the Committee thank him for the Information which he is so obliging as to offer; but, "as the Matters contained in that Bill are public, and of Record, they conceive they cannot with "Propriety be answered verbally before them, by one who is a Party.

"That the Committee will not give him the Trouble of an Attendance, as he will have an "Opportunity of explaining the Matter fully to the House."

APPENDIX, N° 56.

EXTRACT of Bengal General Consultations, the 15th May 1776.

RECEIVED a Petition from the Dacca Delolls, as follows:

Honourable Sir and Sirs,

We the under subscribed Delolls of Dacca, humbly beg Leave to represent to you, that in the Year 1180 (or 1773) Mr. Richard Barwell, then Chief of Dacca, not contented with depriving us of our Employment and Means of Subsistence, but also extorting from us Forty-four thousand Two hundred Twenty-four Arcot Rupees, by the Terror of his Threats, by long Imprisonment, and cruel Confinement in Stocks; after keeping Part of this Money in his Possession above Twelve Months, and all of it above Six Months, when demanded by our Lawyer, he pretends that the greatest Part of this Money was appropriated to the Honourable Company's Use, and the Remainder he had a Right to, as Chief of Dacca. We are confident it will appear upon Proof that the Honourable Company never received this Money until some Time after the Demand was made by our Lawyer. As to Mr. Barwell's Right to our Money, as Chief of Dacca, does not deserve a serious Argument. Mr. Grueber, the succeeding Chief of Dacca, brought a Suit against us for a further Sum of Current Rupees 14,878. 6. on Pretence of the said Penalty, before the Revenue Chief and Council at Dacca; to which we gave the inclosed Answer (N° 1.) Those Gentlemen (we suppose) sensible of the Iniquity of the Proceeding, even although the Suit was in the Name of their Honourable Masters, refused to give a Decision against us. Failing in this Attempt, the Suit was carried to the Adawlet, where Mr. Purling presided; this Judge has loaded us with an Oppression, and expensive Confinement under Peons, first demanding the Sum of 14,878 C.R^s, and afterwards 50,000 Rupees, as a Penalty due to the Honourable Company.

As we have an Action depending in Chancery against Mr. Barwell, for extorting the above-mentioned Money from us, and to dispute the Legality of such Demand, we humbly entreat you will withdraw the Prosecution (or rather Persecution) now carrying on against us at Dacca on this Account, until the Decision of the Court of Chancery. We will give unquestionable Security, either here or in Calcutta, for the Demands in question, if proved to be legally due. The inclosed Paper (N°2) will shew upon what feeble Pretences these Sums are demanded as a Penalty and Present.

Dacca,
the 14th December 1775.

We are,
Honourable Sir and Sirs,
Your very obedient and distressed Supplicants in Bengal,
(Signed) Doneram.
Samsunder.
Rajge.
Hurrykisnow.
Bisnut.

Ordered that the Accounts in the above Letter be entered after the Consultation.
Agreed, that the following Letter be written to Dacca.

To Mr. Charles William Boughton Rous, Chief &c. Council at Dacca.

Gentlemen,

We have received a Representation from Doneram, Samsunder, Rajy, Hurry Kisno, and Bissnaut, Delolls at your Factory, complaining of Hardships and Oppressions under which they labour, from the Proceedings carrying on against them in the Dewanny Adawlet; and intreating us to withdraw this Prosecution, until a Decree of the Court of Chancery can be obtained in the Action which they had commenced against Mr. Barwell.

We desire you will inform these Delolls, that we have received their Petition; that it does not depend on us to put a Stop to the Prosecution against them; but if they shall think themselves aggrieved

grieved by the Decree which may have been given in the Dewanny Adawlet, they must appeal, in the usual Manner and Form, to the Governor General and Council.

We are

Fort William,
15 May 1776.

(Signed)

A TRANSLATION of Representation given in the Council of Dacca.

Bessonaut, Hurry Kissin, Dooneram, Saumsunder, and Rajju, Delolls.

That ever since the Honourable Company's Factory and Business commenced at this Place, we always received Advances for the Cloth Investments, and supplied them accordingly. Since Mr. Barwell's Arrival to the Charge of the Chiefship, and in the Year 1180 (or 1773) in the Month of November, Advances were made to us for that Year's Investment; and from the said Advances, Chifton Bysaac, Mr. Barwell's Banian, took from us by Force 8,000 Rupees, which was done by Mr. Barwell's own Direction. In the Month of March 1774, Mr. Barwell ordered Peons to carry us to the Factory, and confined us in the Stocks, and afterwards we were put into Confinement in a small Room near the Factory Gate, under the Sepoys Guard, and our Food was also stopt; where we remained starving the whole Day; and the next Day Orders were given, about Twelve at Noon, to carry us near the River Side, under the Escort of Six Sepoys, to permit our taking Food; and after which we were again brought to the same Confinement. Peons were sent to our Houses also to watch. For Six Days we were confined in this Manner. Mr. Barwell's other Banian, named Ranmitton Taggoor, carried us to his Lodging, and in the Name of Mr. Shakespear he took a Certificate from us for 40,000 Rupees; and afterwards gave us Liberty to go to our Houses. We were obliged (for Fear of another Confinement and ill Usage) to go to one Auchellsing Subedar, and borrow from him A.R^s 36,224. This Sum was received from the said Auchellsing by Mr Shakespear's Banian, named Joynarrain Gossaul. And for the Balance of 40,000 Rupees, being 3,776 R^s, Mr. Barwell again carried and confined one Manick and Rutton Deloll for the above Balance; and the Certificate for the 40,000 Rupees were returned to us. Mr. Barwell in the Interim went to Calcutta; and we left *Dacca for* Calcutta, to go and seek Justice, in the Month of July. Mr. Day hearing we left Dacca, sent Sepoys after us: The Sepoys not overtaking us on the Way, returned. Mr. Barwell hearing of our Arrival in Calcutta, sent a Soubadar for us, and carried us to his House, and confined us. On Mr. Barwell's leaving Calcutta, Three Peons were ordered to conduct us to Dacca; on our Arrival here, the Peons were discharged. The Charges that accrued for the Sepoys that went after us, we were obliged to pay.

On the Arrival of the Gentlemen from Europe, having greatly suffered, we in the Month of December went to Calcutta, and applied to an Attorney to represent the Injustice and ill Usage that Mr. Barwell had treated us with, and complained against him; which Cause is as yet depending in the Supreme Court of Judicature.

At present, Sir, you demand a Penalty from us in Money. Whatever the Advances were for Cloth for the Bengal Year 1180 (or 1773) we have delivered. When we receive Advances from the Company, for the Security sake we always give a Machulca; and the Balance, whatever it might be, in our Hands after the Year's Accounts are settled, was always brought to our Debit; but we never paid any Penalty. This is our Representation; and you, Sir, may judge of the Circumstances as you shall think fit.

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COPY of the List of Delolls and Picars, from whom the Penalty is demanded and delivered.

Doonerain and Udachund, Delolls	— —	1
Samsunder	— — — — — —	1
Rajju Mahon	— — — —	1
Heer Goovind and Udachund	— —	1
Udachund, Deloll, and Bissenaut, Pykar	— —	1
Nur Hurry, Pykar	— — —	1
Aunund Leile Hurry Sing, Pykar	— — —	1
Baidder and Nur Hurry, Pykar	— — — —	1
Rutton Joy, and Ultom, Pykar	— — —	1
Radachurn, Pykar	— — — —	1
Nundo Kessore Ram Gonga, Pykar	— — —	1
Lalechund Goopee, Pykar	— — —	1
Sobanny, Pykar	— — — —	1
Joget	— — — — —	1
Souteram and Gounefs-some, Pykar	— —	1
Hurry Sing, Pykar	— — —	1
Mahomud Rija and Kooloobulla, Pykar	— —	1
		—18

— 18 —	A.R.s	50,000	—	—
Batta at 8 per Cent		4,000	—	—
Curr.t R.s	—	54,000	—	—

Deduct, received in October 1774, Penalty from the Delolls, and advanced the same at Bagitpore, for Cloth, A.R.s 36,224 — —
Batta 8 per Cent. 2,897 15 6

	39,121	15	6
Balance C.R.s	14,878	—	6

ABSTRACT of the Company's Advances for the Bengal Year 1174, made by John Cartier, Esquire.

	Balance from last Year.	Advanced for the Year 1174.	Total Amount Advances.	Cloth Received.	Balance for the Year 1174.
Dunneram, Deloll	27,127 6 6	1,16,968 11 9	1,44,096 2 3	1,44,096 2 3	— — —
Samsunder, D°	— — —	87,723 — —	87,723 — —	81,197 8 3	6,525 7 9
Hurry Sing, D°	21,876 1 —	99,186 15 3	1,21,063 — 3	1,07,250 2 6	13,812 13 9
Bissonaut, D°	— — —	1,16,827 13 9	1,16,827 13 9	1,07,402 9 3	9,426 4 6
	49,003 7 6	4,20,706 8 9	4,69,710 — 3	4,39,946 6 3	29,763 10 —
	Balance for 1174.	Advance for the Year 1175.	Total Amount of Advances.	Amount of Cloths delivered	Balance for the Year 1175.
Mr. Kelsall's Advances for the Year 1175 —	29,763 10 —	6,21,203 14 6	6,50,967 8 6	5,78,733 6 —	72,234 2 6
	Balance for 1175	Advance for the Year 1176.	Total Amount of Advances.	Amount of Cloths delivered	Balance for the Year 1176
D° D° D° for 1176	72,234 2 6	5,27,804 3 9	6,00,038 6 3	5,47,604 9 6	52,433 12 9
	Balance for 1176.	Advance for the Year 1177.	Total Amount of Advances.	Amount of Cloths delivered	Balance for the Year 1177.
D° D° D° for 1177	52,433 12 9	2,26,816 13 9	2,79,250 10 6	2,60,613 14 —	18,636 12 6
	Balance for 1177.	Advance for the Year 1178.	Total Amount of Advances.	Amount of Cloths delivered	Balance for the Year 1178.
Mr. Harris's D° for 1178 —	18,636 12 6	6,78,490 3 3	6,97,126 15 9	6,52,393 4 9	44,733 11 —
	Balance for 1178.	Advance for the Year 1179.	Total Amount of Advances.	Amount of Cloths delivered	Balance for the Year 1179.
Messrs. Lambert and Grueber's Advances for 1179 —	44,733 11 —	6,61,757 3 9	7,06,490 14 9	6,59,732 4 6	46,758 10 3

Messrs.

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Messrs. Grueber and Barwell's Advances.	Balance for the Year 1179.	Advances for the Year 1180	Total Amount of Advances.	Amount of Cloths delivered.	Balance due by the Delolls for 1180.	Balance due to the Delolls for 1180.
Dunneram, Deloll	— — —	1,52,796 14 9	1,52,796 14 9	1,55,346 13 9	— — -	2,549 15 —
Rajee, D°	— — —	91,728 8 3	91,728 8 3	97,645 5 3	— — -	5,916 13 —
HurrySing, D°	19,582 13 6	1,15,566 15 9	1,35,149 13 3	1,34,383 14 3	765 15 -	— —
Bissonaut, D°	11,938 15 9	1,27,759 — -	1,39,697 15 9	1,38,923 — 6	774 15 3	— —
Samsunder, D°	15,236 13 -	86,661 9 6	1,01,898 6 6	93,238 11 9	8,659 10 9	— —
	46,758 10 3	5,74,513 — 3	6,21,271 10 6	6,19,537 13 6	10,200 9 -	8,466 12 —

The Balance of 8,466. 12. Rupees due to the Delolls, were paid them as follows:

1181.	Augun 21st,—Dunneram, Deloll	2,549 15 —	
	Maug 12th,—Rajee, D°	5,916 13 —	
	Arcot Rupees	8,466 12 —	

Balance due by the Delolls,—Rupees 10,200. 9. of which there remains *in the Godown 325* Pieces of Cloths of different Sortments, as follows:

Bessoonaut, Deloll	173 Pieces		1,700 — —
Hurry Sing, D°	112 D°		1,263 14 —
Samsunder, D°	76 D°	1,400 — —	
Amount detained from the Advances made to him by Becon Tagoor, the Company's Dewan		6,123 — —	
			7,523 — —
		Arcot Rupees	10,486 14 —

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APPENDIX, N° 57.

EXTRACT of Bengal Revenue Consultations, the 3d July 1776.

To the Honourable Sir Elijah Impey, Knight, Chief Justice, and his Brethren, Justices of the Supreme Court of Judicature of Fort William in Bengal.

HUMBLY complaining, sheweth unto your Lordships, your Orators Bysonot Hurry Sing, Sam Sunder Raige, and Doneram, in the Kingdom of Bengal, Merchants: That for many Years last past it has been usual or customary for the Chief or Head Servant of the Honourable the United East India Company residing in Dacca, in the Kingdom or Province aforesaid, some Time about the Commencement of every Year, to contract and agree with one or more Black Merchants, who are called Delals, for the Purchase of a large Quantity of Cloth of different Sorts, distinguished by the Name of White Piece Goods; which are to be delivered by such Merchants or Delals, within such Year, or as soon afterwards as the same can be made; the Prices of which are to be determined by an Appraiser, according to the comparative Value of such Cloth (when delivered) with certain Musters of each Particular Sort of Cloth, which are produced and agreed to at the Time of entering into such Contract, as Samples publicly marked with their respective Marks, and then deposited in the Company's Warehouses. The Delals or Merchants always take upon them the Risque of any Losses and outstanding Balances, with any of the Workmen employed in making the Cloth: And have of late Years been obliged, as a Consideration for such Contract, to allow such Chief or Head Servant to deduct, as a Douceur to himself, his Banian, and other Servants of the Company, several Sums of Money, amounting to about 5 per Cent. in the Whole, out of the Money to be advanced them for the Purpose of carrying on their Business, and paying advanced Wages to the Workmen, and without which no Business can be transacted. Each Merchant or Delal then agrees among themselves, to procure or provide a certain Quantity or Number of Pieces, and they then jointly sign a Bond, in the Penalty of 50,000 Rupees, for the due Performance of the Contract. On the Part of the Company, such Chief or Head Servant agrees to advance between such Contractors, 7 or 8 Lacks of Rupees, for the Purpose aforesaid, to be paid at stated Periods; but does not enter into any Counter Bond in case of Failure in such Contract on the Part of the Company. And your Orators further shew unto your Lordships, that in consequence of such Custom, some Time in the Month of February which was in the Year of our Lord 1773, Nicholas Grueber, Esquire, the then Chief, or Head Servant of such Company at Dacca aforesaid, by and with the Advice and Assistance of Mr. Francis Law, who is the Export Warehouse Keeper, and Mr. Henry Guinand, who is the said Company's Inspector of Cloths at Dacca aforesaid, proposed to, and entered into an Agreement with, your Orators and two other Black Merchants, of the Name of Monick and Rattenjoy, to provide for, and to deliver to such Company, 50,000 Pieces of Cloth, of White Piece Goods, in 11 Months from the Time of entering into such Agreement, according to the comparative Value of certain Musters or Samples of each Species of Cloth then produced, and fixed upon between the said Nicholas Grueber and your Orators and the said Monick and Rattenjoy. And your Orators further shew unto your Lordships, that by the said Agreement, One-half of the Advances which your Orators were to receive to pay to their Workmen, and to forward such Business, was to be paid them in the then present Month of February, and the Remainder at a limited Time afterwards: And it was agreed between your Orators and the said Monick and Rattenjoy, and the said Nicholas Grueber, that in Consideration of your said Orators, and the said Two other Black Merchants having such Contract, which at that Time was looked upon by your Orators in an advantageous Light, it should be lawful for the said Nicholas Grueber to deduct and retain out of such Advances to be made to your Orators as aforesaid, 2½ per Cent. as Perquisites for himself and Banian; One per Cent. more to be paid to the Company's Dewan; One per Cent. more as charged paid to the Company, but for what Reason, or under what Pretence, your Orators, or either of them, do not know; otherwise than it had been for many Years customary to make such a Charge, but which your Orators believe never was credited to the Company, but always secreted and kept by such Chief or Head Servant, who therefore had 3 per Cent. upon the Contract for his own Share; and besides which, it always was expected considerable Presents should be made to the Chief and other Servants belonging to the Warehouse, and which your Orators were forced to comply with, and actually did pay, to the Amount of Half per Cent. more, making in all 5 per Cent. upon the Whole of the Amount of such Money: For the due Performance of which Contract or Agreement, your Orators, and the said Monick and Rattenjoy, were obliged, and did duly execute the usual Bond to the Company, in the Penalty of 50,000 Current Rupees, as a Security for the due Performance of their Part of such Agreement, as by such Bond, in the Custody or Power of the said Nicholas Grueber, or of his Successors, the present Chief or Head Servant of such Company at Dacca aforesaid, or of some other of such Company's Servants, relation being thereunto had, may appear. And your Orators further shew unto your Lordships, that in consequence of such Agreement, One-half Part of such Advancement of Money agreed to be paid them as aforesaid, after deducting such Allowances as hereinbefore mentioned, was duly paid them by the said Nicholas Grueber, within the Time agreed upon for that

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that Purpose; whereupon your Orators then made the usual Presents; contented at that Time with the Imposition, and the very small Profits arising from their Business, whilst they could live in Peace and Quietness, as the said Nicholas Grueber never molested their Persons, but permitted them to carry on their Business in Performance of their Contract, so far as to deliver One-half Part of the Cloths contracted for during the Chiefship of the said Nicholas Grueber at Dacca aforesaid: And when the Accounts between your Orators and the said Company, respecting the Receipt of such Money, and the Part Delivery of such Cloths, were adjusted and settled by and between your Orators and the said Two other Merchants, and the said Nicholas Grueber, upon the Balance whereof it appeared, that your Orators, together with the said Monick and Rattenjoy, were indebted to the said Company in the Sum of C. Rs. 46,758. 10 A. 3 P. being so much in Advance to them for the Residue of the Cloths contracted for, and for which they considered themselves accountable. And your Orators further shew unto your Lordships, that some short Time after the settling and balancing of such Account, that is to say, some Time in or about the Month of September, in the same Year 1773, the said Nicholas Grueber was recalled from the said Chiefship of Dacca, and Richard Barwell, Esquire, another of the said Company's Servants, and one of Defendants hereinafter named, was appointed in his stead; that upon the said Richard Barwell's entering upon his said Duty, finding, under the Agreement herein mentioned, made by his Predecessor with your Orators, and the said Monick and Rattenjoy, that the Second Payment to your Orators on such Contract was then due, and ought to be paid to your Orators, not satisfied even with the exorbitant Deductions hereinbefore mentioned, and which he knew your Orators would be obliged to allow him on the Payment of the Residue of such Money, sent a Message to your Orators by Chitan Bysaack, one of his Banians, and one of the Defendants hereinafter named, to demand of them a Present or Gift of 8,000 Rupees: And your Orators being at that Time much in want of Money to carry on their extensive Undertakings, and fearing the Resentment of the said Richard Barwell, in case of their Refusal, not only from his Power, but the Violence and Arbitrariness of his Disposition, and which Fears they have since found themselves unhappily justified in, after a Meeting had between your Orators and the said Monick and Rattenjoy on that Occasion, considered it prudent to comply with his Demand; and not having sufficient Money by them to send it by the said Chitan Bysaack, told him, his Master might order it to be stopped out of the Balance of the Money to be paid them for such Cloths as hereinbefore mentioned. And your Orators further shew unto your Lordships, that your Orators, on or about the 24th Day of the Month of November following, together with the said Monick and Rattenjoy, received, and were paid, the Residue or Remainder of such Money due to them under such Agreement as aforesaid, for the Second Payment of such Cloths, amounting to C. Rs. 5,71,855. 7. out of which your said Orators and the said Monick and Rattenjoy were obliged to pay such Sums of Money, and make such Presents, amounting together to 5 per Cent. as aforesaid, and which were paid now to the said Richard Barwell, in the same Manner, and for the same Purposes, as have been done to the said Nicholas Grueber, on the Payment to your Orators of the First Advancement, as hereinbefore is mentioned, and of which the Dewan Dechun, who paid the same, stopped and delivered to the said Chitan Bysaack (the said Banian of the said Richard Barwell) the said Sum of 8,000 Rupees, hereinbefore mentioned, for the Use of his said Master; which said Sum of C. Rs. 5,71,855. 7. being added to the said Sum of C. Rs. 46,758. 10. 3. due from your Orators and the said Monick and Rattenjoy, on the Balance of the last Account as aforesaid, made together the Sum of C. Rs. 6,18,614. 1. 3. for which your said Orators and the said Monick and Rattenjoy stood responsible, and were to deliver Cloths to the said Company to that Amount. And your Orators further shew unto your Lordships, that previous to, or about the Time of such last-mentioned Payment, they and the said Monick and Rattenjoy, had delivered unto the Warehouse of the said Company at Dacca aforesaid, Cloths to the Amount of C. Rs. 6,09,325. 2. 9. And your Orators further shew unto your Lordships, that the said Richard Barwell, in the said Month of November, quitted Dacca and came to Calcutta, where he continued till on or about the First Day of February 1774, when he returned again to his Chiefship; and when he caused the Cloths delivered by your Orators, and approved of, as aforesaid, to be once more examined, and finding some few which he pretended did not answer the Sample, he directed that the Appraiser, who was an old Man, and had faithfully served the Company for the Space of 16 Years and upwards, without the least Censure on his Conduct, should be severely flogged, under Pretence of his not having properly discharged his Duty, when at the same Time he was conscious he had no Reason or Right for so doing. And your Orators further shew unto your Lordships, that the said Richard Barwell, not yet satisfied with the arbitrary Steps he had taken, on the next Day, being the First of April *he caused your said Orators to be dragged from out of their Houses, and, together with ten of their Pecars, who were People employed by your Orators in order to procure the Cloths from the Weavers, to be put into the Stocks at a Time when the Weather was exceedingly bad, and the Rain very heavy, without allowing them the least Article of Covering for their Heads, or any Part of their Body, or any Thing to raise themselves from the wet Ground; in which Condition they were continued for many Hours, and till the said Richard Barwell thought proper to remove them into a far worse State, if possible, as if studying to exercise the most cruel Acts of Barbarity on them; your said Orators, together with the said Pecars, were locked up in a small dark Dungeon, under the Charge of the Main Guard of Sepoys (whose Officer was obliged to obey the said Richard Barwell's Mandate) and where they were detained for two Days, not only without the Calls of common Necessaries of Life, but deprived even of the Liberty to retire, when pressed by the common Calls of Nature, which naturally increased the Unhappiness of their Situation; after the Expiration of which Time, they were conveyed by their Gaolers to the Water Side, and there permitted, for some short Space of Time, just* to

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to eat their Meal, and then remanded back to their Prison: Not yet contented, the said Richard Barwell added an additional Number of Guards to be placed over your Orators, and that they should be confined in one of his own Godowns, with strict Orders to let no Person or Persons whatsoever, to go either out of or into the said Godown where your Orators were confined, either with Victuals, or under any Pretence Sic. Orig. *whatsoever; in which strict Confinement your said Orators were continued for the Space of Six Days, without seeing any of their Families or Relations, or being in the least permitted to stir out, except at such Times as they were carried to and tortured in the Stocks, which was frequently done during such Imprisonment in the Middle of the Day, when the scorching Heat of the Sun was insupportable, and notwithstanding which they were denied the least of Covering; and during which Time your said Orators were kept with no other Sustenance than what was just sufficient to support Nature, and keep them alive.* And your Orators further shew unto your Lordships, that during all and every the Times aforesaid, the said Richard Barwell would never come near your Orators, nor permit them, or any or either of them, to be admitted to his Presence, notwithstanding their frequent Request for that Purpose, that they might learn what Offence they had committed, or what was the Cause of the ill Treatment they met with, which they were total Strangers to, till the Event took place which is hereinafter mentioned. And your Orators further shew unto your Lordships, that one *Matthew Day*, another of such Company's Servants, resident with and under the Directions of the said Richard Barwell, was the Person who appeared to be the acting Agent of the said Richard Barwell, in the several Proceedings hereinbefore-mentioned, respecting the Imprisonment and other Punishment of your Orators, as hereinbefore is for that Purpose mentioned, and who alledged, that he had the Authority of the said Richard Barwell for so doing, although he could not assign any other Reason for it, than that it was his Pleasure; and who, for the Purposes hereinbefore mentioned, compelled his own Servants, and the Peons of the said Company's Dewan under the Command of the said Company's Jemindar, Nazim Mahomet, to be aiding and assisting him therein, amounting together to the Number of Persons, and to each of whom the said Matthew Day compelled your said Orators to pay three Anaes per Day, during the whole Space of such last-mentioned Imprisonment, in the same Manner as if such Peons and other Servants had been hired by your Orators respectively to do any Work or Labour for them, instead of their being illegally placed over your Orators respectively as Gaolers or Keepers; but which Demands, amounting in the Whole, at different Times, to the Sum of Rupees , your said Orators were obliged to comply with, knowing that their Refusal would only bring on them further Punishment, and that it would avail nothing to reason against the Hardship and Injustice of being obliged to pay daily Wages for Persons who were employed by others, for no other Purpose than keeping your Orators in Prison. And your Orators further shew unto your Lordships, that it was about this Time, that is to say, sometime in the Month of April 1774, that a certain Monopoly of Cloth (the same which your Orators used to make and provide for the said Company, as hereinbefore is mentioned) took place at Dacca, in which the said Richard Barwell was materially concerned, together with most of the said Company's principal Servants resident at Dacca aforesaid; which your Orators have Reason to suspect was one Cause of the different Imprisonments of your said Orators, as is hereinbefore mentioned, as it was both an effectual Method of preventing your Orators compleating the Contract they had entered into as aforesaid with the said Company, as a Means of injuring your Orators, both in their Characters and Dealings, with other Persons; for as the said Monopolists well know, your Orators and the said Moneck and Rattenjoy were considerable Merchants, and dealt as well with the Dutch and French, as the Individuals or Black Merchants of the Country, for large Quantities of such Cloths, they well suspected, unless your Orators could be in some way or other prevented carrying on their Business, their (the said Monopolists) own Scheme could not effectually take place. Bad and injurious as this Conduct of the said Richard Barwell had been to your Orators, as well not only to your Orators Healths and the Ruin of their Credits and Fortunes, they soon found, to their Misfortune, that the Monopoly was not the only Thing in View; for your Orators, by the Imprisonment of themselves and the Pecars as aforesaid, not having been able to deliver the Whole of such Quantity of Cloth contracted for by them, as hereinbefore-mentioned, by reason of the unjust Exceptions made to such Cloths, as hereinbefore are mentioned, and, by their Confinement, being deprived of the Means of procuring more, were at last informed by Mr. John Shakespear (another of the Servants belonging to, and at that Time a Member of the Council of Revenue, of such Company, resident at Dacca aforesaid, other of the Defendants hereinafter named) and who at such Time was one of the Family of, or lived in the House of the said Richard Barwell, that as your Orators and the said Moneck and Rattenjoy had not performed their Contract, their Bond became forfeited, and they must pay their Penalty of 50,000 Rupees expressed in it; but that *in Friendship for your Orators* and the said Moneck and Rattenjoy, he would let your Orators and the said Moneck and Rattenjoy off with the Payment of only 40,000 Rupees, which, with the 8,000 before received by Mr. Barwell, and 2,000 more, which should be paid to one Ramrutten, another of the Banians of the said Richard Barwell, and who was serviceable to him on similar Occasions with the present, would exactly make up the Penalty of the Bond; or the said *John Shakespear* used Words to that Purport or Effect: And your Orators *not relishing such Friendship, and attempting to reason with the said John Shakespear, not only upon the cruel Usage they had received, but the Injustice of his present Demand, he immediately told your Orators, unless the Money was directly paid, they would be all tied up and severely flogged, or used Words to that Purport or Effect*: And your Orators well knowing, from Experience, that, as well the said Richard Barwell as most other of such Servants of the Company at Dacca, *were strict Observers of their Promises on these Occasions,* and

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and having ſtill in their Mind the Hardſhips they had lately undergone, and yet ſuffered, by their Impriſonment, and that the ſame Hand which had ordered the one could eaſily inflict the other, *in a Place where there was no Power or Controul, but what was veſted in himſelf*, your Orators were through Fear, as well as the ſaid Moneck and Rattenjoy, obliged to comply with and conſent to execute a Bond, made payable to *the ſaid John Shakeſpear* (and which was now produced to them) for ſecuring the Payment of ſuch Sum of 40,000 Rupees, and for that Purpoſe to procure a Perſon to be Security for your Orators due Payment of the ſame; and which, after much Difficulty, your ſaid Orators obtained, through the Friendſhip of one Achelſing, whom your Orators named for that Purpoſe. And your Orators further ſhew unto your Lordſhips, that they were now in Hopes of obtaining their Diſcharge from their Confinement; but they were ſoon given to underſtand that could not be effected, or would it take place, till the Whole of ſuch Sum of 40,000 Rupees was actually paid; which lay your Orators under the Neceſſity of applying to and requeſting the ſaid Achelſing to pay your Orators Part or Proportion of ſuch Sum of 40,000 Rupees, amounting to 36,224 Rupees, being Five-ſeventh Parts thereof, and to accept of your Orators Bonds, payable to him for that Sum, with Intereſt at the Rate of 12 per Cent. per Annum; and which the ſaid Achelſing conſenting to do, your Orators, at two different Times, actually entered into and executed to the ſaid Achelſing, Two ſeveral Bonds, the one for 20,000, and the other for 16,224 Rupees, payable with ſuch Intereſt as aforeſaid; and not having yet been able to repay him the ſaid principal Sum, continue to pay to him ſuch Intereſt of 12 per Cent. for the Loan of the ſaid 36,224 Rupees, as herein-before is mentioned, to the Time of filing this your Orators Bill. And your Orators further ſhew unto your Lordſhips, that ſuch Two ſeveral Bonds being executed as aforeſaid, the ſaid Achelſing paid ſuch Sum of 36,224 Rupees to one Joynarain Goſaul, the Banian of the ſaid *John Shakeſpear*, and one other of the Defendants hereinafter named, at the Times, and in Manner hereinafter mentioned; that is to ſay, a Meeting being held at the Houſe of the ſaid *Richard Barwell* for the Purpoſe, the ſaid Achelſing, on the 14th Day of May 1774, then paid to the ſaid Joynarain Goſaul the Sum of 20,000 Rupees in Part, and on the Firſt Day of June following the Sum of 16,224 Rupees, amounting together to 36,224 Rupees, the Whole of your Orator's Share of ſuch Sum of 40,000 Rupees, in the ſaid Bond to the ſaid John Shakeſpear mentioned: Upon which laſt Payment being made and completed, your Orators were diſcharged from Priſon by the Order of the ſaid Richard Barwell, in a very ill State of Health, occaſioned by ſuch Confinement; but the ſaid Moneck and Rattenjoy not being able themſelves to pay, or procure any Perſon to pay for them, their or either of their Shares or *Proportions of ſuch Sum of* 40,000 *Rupees, were obliged to remain and continue in Priſon till ſome Time in or about the Beginning of the Month of October following, and now laſt paſt*; when the ſaid Richard Barwell, being about to ſet out for Calcutta, gave Orders for their Releaſement; and which was accordingly done, without the Payment *of any Part of their Proportions of ſuch Sum of* 40,000 *Rupees*. And your Orators further ſhew unto your Lordſhips, that from the Time your Orators were diſcharged from their Confinement, as hereinbefore mentioned, to the ſaid Richard Barwell's ſetting out for Calcutta, they were often cauſing Applications to him, as well as to the ſaid other Servants of the ſaid Company at Dacca aforeſaid, in order to obtain a Settlement of their Accounts, and to ſee how the ſame ſtood with the ſaid Company, reſpecting ſuch Cloth Contract; but notwithſtanding the many exorbitant Sums of Money your Orators and the ſaid Moneck and Rattenjoy had paid, as hereinbefore mentioned, your Orators were always refuſed any Satisfaction whatever; and finding they could get nothing done at Dacca, determined to come down to Calcutta, and ſee what Redreſs they could meet with, on an Application to the Governor; and accordingly, on or about the 13th Day of July following, your Orators quitted Dacca privately, and arrived ſoon afterwards at Calcutta; where, to their Aſtoniſhment, they ſoon learnt *that the Governor, who had been formerly violently enraged againſt the ſaid Richard Barwell, for different Improprieties in his Conduct, was now reconciled to him*; *and that ever ſince there was a Certainty of His Majeſty's Appointments taking place in India, from being the moſt inveterate Enemies they were now become the moſt intimate Friends.* This Account ſoon taught your Orators to believe they were not any nearer Juſtice from their Journey to Calcutta, than they had been before at Dacca. And whilſt your Orators were meditating what Steps to purſue, being met together for the Purpoſe on the 15th Day of the Month of July 1774, about 10 of the Clock in the Forenoon, they were once more ſurrounded, and taken up by the Sonte-Bordars of the ſaid Richard Barwell, who had privately got Intelligence of your Orators Arrival, and knew your Orators had a too juſt Ground of Complaint againſt him, and therefore cauſed your Orators to be ſeized as aforeſaid; and ſhut your Orators up for Three Days in one of his Stables, cauſing them to be removed in the Night-time to one of his Godowns in the back Part of his Houſe, leaſt your Orators ſhould, by ſome Means or other, find an Opportunity of eſcaping. And your Orators further ſhew unto your Lordſhips, that ſometime during this Confinement, they received a Meſſage from the ſaid Richard Barwell, that your Orators muſt return to Dacca, and he would take your Orators Cloths, according to Mr. Grueber's Muſters; and that, for that Purpoſe, he would write to Mr. Law, the Export Warehouſekeeper at that Place, or ſend ſome Meſſage to that Purport or Effect; and, in conſequence, your Orators were (after ſuch Confinement as aforeſaid) put on Board a ſmall Boat then lying in the River, and provided for the Purpoſe, attended by Three of the Peons of the ſaid Richard Barwell, who obliged your Orators not only to pay 26 Rupees for the Hire of ſuch Boat, but alſo to lay in Proviſions, as well for your Orators as for ſuch Servants of the ſaid Richard Barwell, during a Paſſage of 14 Days, *it appearing a univerſal Maxim with the ſaid Richard Barwell, always to make your Orators pay for being ill treated.* And the ſaid Richard Barwell

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returning to Dacca at the same Time with your Orators, your Orators, on the next Day after their Arrival, were taken before him by his Peons, who had the Custody of your Orators; but having not the least Cause of Complaint against your Orators, he thought proper to order your Orators to be discharged. And your Orators further shew unto your Lordships, that the Dewan of the said Company, having received Directions from the said Richard Barwell to come to a Settlement of Accounts with your Orators, respecting the Money paid them, and the Cloths delivered, as hereinbefore is mentioned, an Account was made up and stated by the said Dewan; whereby it appeared, that your Orators were credited only to the Amount of 6,12,050. 8. for Cloths delivered in pursuance of the said Contract; omitting the Sum of 5,749. 5. 3. for other such Goods delivered into the said Company's Warehouse; and upon your Orators enquiring the Reason of such Omission, was told by the said Dewan, that the same could not be debited to the Company, *because such last-mentioned Goods had been taken out by the Gentlemen of the Factory, and appropriated to their own Use*; but which your Orators then contended, and still insist, cannot prejudice your Orators Rights of charging such Sum of Money to the said Company, as the Goods for the Amount of the same were duly delivered, in the usual and accustomed Manner, into the said Company's Warehouse, to the proper Officer appointed for the Care thereof; and which said Sum of 5,749. 5. 3. being added to the said Sum of 6,12,050. 8. the Amount of the said Goods before delivered, made together the Sum of 6,17,799. 13. 3. and the same being deducted from the said Sum of 6,18,614. 1. 3. which your Orators had received, and stood indebted to the said Company as hereinbefore mentioned, there appeared upon the Face of such Account a Balance of 814 Rupees and 4 Annas due and owing from your Orators and the said Moneck and Rattenjoy, to the said Company. But it appearing afterwards, that some of your Orators, on the said Moneck and Rattenjoy having delivered more than their Proportion of such Quantity of Cloth, and for which they had been separately paid, to the Amount of 8,474. 10. 6. your Orators admitted, that the same must be looked upon as outstanding and due from your Orators and the said Moneck and Rattenjoy jointly, and therefore encreased the Sum of Money due and owing from your Orators and the said Moneck and Rattenjoy to the said Company, to the Sum of 9,288. 14. 6. and for which your Orators were ready and willing to have delivered Cloths according to the said Contract or Agreement; but which the said Richard Barwell, as a Cover or Pretext for his Conduct to your Orators and the said Moneck and Rattenjoy, as hereinbefore mentioned, had given Orders not to be received; and which your Orators, on understanding the same, at first flattered themselves was, because the said Richard Barwell was at last convinced of the improper and unjust Treatment of your Orators, and that he now meant to make your Orators every Compensation in his Power for the Injuries done them, and therefore considered that the said Sum of 36,224 paid him and the said *John Shakespear* as aforesaid, ought to be carried to the Credit of your Orators Account, and that then there would be a considerable Balance in their Favour instead of being against them; and which your Orators at that Time, from their very distressed Situation, would have been very glad to have received, and have accommodated the Difference then subsisting between your Orators and the said Richard Barwell, by reason of his Conduct to them, as is hereinbefore set forth; and your Orators applied to him for the Purpose; but to your Orators great Surprize, instead of being willing to pay your Orators such Sum of 36,224, or any Part thereof, or to make your Orators any Satisfaction for the ill Treatment your Orators had received from him, as is hereinbefore mentioned, the said Richard Barwell now threatened totally to ruin your Orators and their Families, by prohibiting them from buying or selling so much as a single Piece of Cloth, either for the said Company, or any other Person whatsoever, (which your Orators thought cruel to the greatest Degree) in case your Orators attempted to seek for any Redress against him or the said John Shakespear, for the Recovery of the said Sums of 36,244, forced from your Orators as aforesaid, or for their Imprisonments as aforesaid; and not only as your Orators and their Families had dealt with and provided Cloths for the Company for more than Forty Years, without any Dispute or Difference whatever, till the present Instance; but also because the said Richard Barwell appeared at the same Time to be conscious of his own improper Conduct, and knew too that your Orators had advanced large Sums of Money to the Weavers, to forward their Business, and which the Weavers were prevented going forward with, by the Gomastahs, Sepoys, and Peons of the said Monopolists, who are placed over the Weavers, to prevent them working for any other Person or Persons than the said Society, who engross the whole Business of the Country, to the manifest Injury of every Person in it but themselves. And your Orators further shew unto your Lordships, that since the Establishment of this Honourable Court, where your Orators were sure they would apply for and meet with Justice, your Orators have again caused Application to be made to the said Richard Barwell and John Shakespear, for the Payment of the said Sum of 36,244 Arcot Rupees, and Interest, as your Orators are obliged to and actually pay the same, at the Rate of 12 per Cent. as aforesaid, together with the Sum of 260 Arcot Rupees, which your Orators were obliged to pay for Boat Hire, Wages, and other Expences, which your Orators were obliged to pay to their Gaolers and Keepers, and on being removed backwards and forwards, as herein is before mentioned, and which your Orators well hoped the said Richard Barwell and John Shakespear, or one of them, would have complied with, as in Justice and Equity they ought to have done. But now so it is, may it please your Lordships, that the said Richard Barwell and John Shakespear, combining and confederating together, and to and with the said Chetan Bysaack and Joymarain Gosaul, and divers other Persons at present unknown to your Orators, whose Names, when discovered, your Orators pray may be herein inserted, with apt Words to charge them as Parties, how to injure and oppress your Orators in the Premises,

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Premiſes, refuſe to pay to your Orators, or any or either of them, ſuch Sum of 36,224 Arcot Rupees, or any Part thereof, or of ſuch Sum of 260 Rupees Arcot, ſo claimed by your Orators to be due to them as aforeſaid; the ſaid Richard Barwell and John Shakeſpear ſometimes pretending to a total Ignorance of all and every the Matters hereinbefore mentioned; and that if there ever exiſted any ſuch, the ſame were tranſacted by their Banians, without the Knowledge of them the ſaid *Richard Barwell and John Shakeſpear*, or either of them; but which is as expreſsly contradicted, and will be proved by the ſaid other Defendants, who have often confeſſed to your Orators their having acted, in all and every the Tranſactions aforeſaid, by the Directions of the ſaid Richard Barwell and John Shakeſpear, or one of them, and which they ſay they ſhould not otherwiſe have done. At other Times the ſaid Richard Barwell and John Shakeſpear admit the ſeveral Impriſonments of your Orators as aforeſaid, and pretend that they were juſtified in ſo doing; for that the Contract entered into between the ſaid Nicholas Grueber and your Orators, and the ſaid Moneck and Rattenjoy, never having been compleatly performed, the ſame became compleatly forfeited, they had a Right to compel the Payment of the Penalty contained in the Bond entered into by your ſaid Orators, and the ſaid Moneck and Rattenjoy, to the ſaid Company, for the due Performance thereof; and which they have accordingly, ſo far as the ſame has been received, credited to the ſaid Company in the Caſh Books, and other Books of Accounts in which the Receipts for Money are always entered: Whereas your Orators charge, that at the Time your Orators were compelled to pay to the ſaid Chitan Byſaack, for the Uſe of the ſaid Richard Barwell, the ſaid Sum of 8000 Rupees, as hereinbefore mentioned, and which was the firſt Commencement of any Negociations between your Orators and the ſaid Richard Barwell, your Orators had delivered Cloths nearly to the full Value of the Number contracted for, and had many more juſt ready, and which would ſoon have been delivered, had it not been for the Interruptions which ſoon afterwards took place by the Impriſonment and Confinement of your Orators, as hereinbefore mentioned; and which muſt neceſſarily prevent your Orators carrying on their Buſineſs, and conſequently prevent your Orators executing their Contract, and appears manifeſtly unjuſt from the Commencement; for as the only pretended Ground of *Complaint was, that the Cloths did not anſwer the Sample, and were therefore rejected, and which were afterwards received as proper Cloths by the Order of the ſaid Richard Barwell*; ſo it is as manifeſt, that if there was a Breach of Contract on the Part of your Orators and the ſaid Moneck and Rattenjoy, that the ſame aroſe ſolely through the improper Conduct of the Servants of the Company, and not from any Fault of your Orators: And beſides, your Orators charge, that ſuppoſing your Orators had not ſtrictly performed their Contract, but had been deficient in the Number of Pieces delivered, your Orators ſubmit it to the Judgment of this Honourable Court, that the ſaid Company would not have been entitled to have been paid, out of the Penalty of the ſaid Bond, more than the Damages they ſuſtained by the Inadequacy of the Number of ſuch Pieces, and for which your Orators had received Payment, and which (admitting your Orators were ſome few Pieces deficient in Number) had it not been for the vaſt Deduction in the Advances as aforeſaid, would have far exceeded the Numbers by your Orators contracted for, and have left a Balance of Caſh due to your Orators from the Company; as 5 per Cent. upon the whole Amount of the Goods contracted for, as well as the Deduction of 8,000 Rupees, forced from your Orators by the ſaid Richard Barwell as aforeſaid, muſt evidently appear to your Lordſhips to leſſen the Number of Weavers and other Workmen, which your Orators could then have employed. And your Orators further charge, that the ſaid Richard Barwell and John Shakeſpear would not have taken the ſaid Bond for 40,000 Rupees, in the Name of, and made payable to the ſaid John Shakeſpear, if they had any Intention of accounting for the ſame to the Company, but which they never did, but divided the ſame between themſelves, without the Company's ever knowing that there ever exiſted ſuch a Tranſaction; the ſaid Richard Barwell permitting the ſaid John Shakeſpear to have an equal Share with himſelf, for the Part he took, and his good Management in the Buſineſs: All which Actings and Pretences of the ſaid Richard Barwell, John Shakeſpear, Chitan Byſaack, and Joymarain Goſaul, their Confederates, are contrary to Equity and good Conſcience, and tend to the manifeſt Wrong, Injury, and Oppreſſion of your Orators. In tender Conſideration whereof, and for as much as your Orators are remedileſs in the Premiſes, without the Aid and Aſſiſtance of this Honourable Court, where Matters of this Nature are properly cognizable and relievable: To the End therefore, that the ſaid Richard Barwell, John Shakeſpear, Chitan Byſaack, and Joymarain Goſaul, and their Confederates, when diſcovered, may, upon their ſeveral and reſpective corporal Oath and Oaths, full, true, perfect and diſtinct Anſwer make to all and ſingular the Matters and Charges hereinbefore contained, as fully as if the ſame were here again repeated, and they particularly interrogated thereto, and that not only as to their direct and poſitive Knowledge and Remembrance, but alſo as to the beſt of their Information, Judgment, and Belief; and more eſpecially that the ſaid Richard Barwell, John Shakeſpear, Chitan Byſaack, and Joymarain Goſaul, may reſpectively anſwer and ſet forth, whether it has not been uſual or cuſtomary for the Chief or Head Servant of the ſaid Company at Dacca, at ſuch Time as is hereinbefore mentioned, to enter into ſuch Contract or Contracts with ſuch Black Merchants, for the Purchaſe of ſuch Quantity of White Piece Goods as are hereinbefore mentioned and ſet forth, or at what other Time, with whom elſe, and for what other Quantity of ſuch Goods, do the ſaid Company uſually contract and agree to purchaſe; and whether, in Conſequence thereof, your ſaid Orators, and the ſaid Moneck and Rattenjoy, did not, on or about ſuch Time as is hereinbefore mentioned, enter into ſuch Contract or Agreement with the ſaid Nicholas Grueber, by the Advice and Aſſiſtance of the ſaid Francis Law and Henry Guinand, for the providing and delivering ſuch Quantity of White Piece Goods, within ſuch Time, and according to ſuch Samples

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Samples or Musters, and upon such Terms and Conditions, as are hereinbefore mentioned, and are in such Agreement expressed; or what other Contract was at such Time entered into with the said Nicholas Grueber by your Orators and the said Moneck and Rattenjoy, or by whose Advice otherwise was the same made; and how much or what Quantity of Cloth did your Orators contract for or undertake to deliver; and whether, under the said Agreement, the Money to be paid your Orators was not to be advanced to them under the said Moneck and Rattenjoy, at such Times, and in such Proportions, as are hereinbefore for that Purpose set forth, or when, or at what other Times, and in what other Proportions; and whether your Orators were not obliged to consent, at such Time, to the Deduction of such several Sums of Money as are hereinbefore mentioned to be paid to the said Nicholas Grueber, and other Servants of the Company, or what other Sums of Money were to be, and were actually, paid them on that Occasion by your Orators and the said Moneck and Rattenjoy; and whether thereupon such Bond was not entered into and executed by your said Orators, to the said Company, for the due Performance of said Contract on their Part and Behalf, as is hereinbefore mentioned, or what other Bond or Writing did your said Orators enter into, and execute, on that Occasion; and whether, after the Execution thereof, such Bond was not deposited with the said Nicholas Grueber, and hath been since kept either by him or his Successor, the present Chief or Head Servant of such Company at Dacca aforesaid, and whether the same is not now in the Custody of such present Chief or Head Servant, or kept or deposited in some, and what, Place at Dacca aforesaid; and whether, in consequence of such Contract or Agreement, One-half Part of such Advances was not paid to your Orators, or some or one of them, punctually at the Time agreed upon by the said Nicholas Grueber; and whether there was not thereout deducted several Sums of Money, to the Amount of 4½ per Cent. upon the Whole of such Money advanced to your Orators, as Fees and Perquisites due to and received by the different Servants of the Company, including 1 per Cent. charged as customarily paid or allowed to such Company out of such Advances; and whether the said 1 per Cent. is ever credited to such Company, or is not kept and secreted by such Chief or Head Servant, and upon what Account, or by what Reason or Right, is the same, as well as such other Deductions as aforesaid, ever retained from such Contractors; and if such Deductions are not upon the Calculations hereinbefore mentioned, and applied to the Purposes hereinbefore expressed, how are the same calculated, or to what other Uses are the same applied, or what Sums of Money were deducted out of such Advances made to your Orators and the said Moneck and Rattenjoy, by the said Nicholas Grueber; and whether, besides such Deductions, it is not always expected such Contractors should make considerable Presents to the other different Servants, who receive no Advantages out of the said hereinbefore mentioned Deductions, and to what Amount in particular; and whether your Orators were not obliged, and did make Presents to such other Servants to the Amount of ½ per Cent. more upon the whole Amount of such Sum of Money advanced them and the said Moneck and Rattenjoy, as aforesaid; and whether your said Orators and the said Moneck and Rattenjoy, did not, very soon afterwards, and how soon, deliver into the said Company's Warehouse, One-half Part of the Number of Cloths contracted by them to be delivered; and whether the same did not answer the Musters or Samples deposited as aforesaid by your Orators, at the Time of entering into such Contract, and were not all approved and received by the said Nicholas Grueber, and the other Servants of such Company, whose Business it was to inspect the same; and whether, upon the Delivery thereof, the Accounts between your Orators and the said Moneck and Rattenjoy, with the said Company, up to that Time, were not all settled and adjusted; and whether it did not thereby appear, that your Orators had in Hand a Balance due to the said Company of the Sum of C. Rs. 46,758. 10. A. 3. P. in Advance for the Residue of the Cloths that were to be delivered by your Orators, in pursuance of the said Agreement, or what other Sum of Money were your said Orators then indebted to the said Company, upon the Balance of such Accounts, after the Delivery of Cloths as aforesaid; and whether, about such Time as is hereinbefore for that Purpose mentioned, the said Nicholas Grueber was not recalled from such Chiefship of Dacca, and the said Richard Barwell appointed in his room, or at what other Time did the Appointment of the said Richard Barwell to such Chiefship take place; and whether, at the Time of the said Richard Barwell's Appointment as aforesaid, the Remainder of the Money to be paid your Orators and the said Moneck and Rattenjoy, under such Contract, was not become due and payable; and whether, previous to the Payment of the same, the said Richard Barwell did not send his Banian, the said Chitan Bisaack, to your Orators and the said Moneck and Rattenjoy, to demand of them, or some or one, and which of them, a Gift or Present of 8,000 Rupees, or when else was it that such Application was made, or for what other Sum of Money; and whether, for the Reasons hereinbefore mentioned, your Orators were not obliged to comply with such Request or Demand, and did not consent to the Deduction of the same out of the Advances then due and expected to be made your Orators and the said Moneck and Rattenjoy, as hereinbefore is mentioned; and whether the same was not accordingly afterwards deducted by the said Chitan Bisaack, for the Use of the said Richard Barwell, at the Time of such Balance or Residue of the Purchase Money for the said Cloths was paid your Orators by, or by the Order of the said Richard Barwell, or at what other Time in particular, and by the said Chitan Bysaack paid to the said Richard Barwell, or by his Directions carried to the Credit of his Account in the Books kept by each of them respectively; and whether such Balance or Residue of such Purchase Money was not paid your Orators on or about the 24th Day of November 1773, or at what other Time; and whether the same did not amount to the Sum of C. Rs. 5,71,855. 7 A. or to what other Sum of Money; and whether, on the Payment thereof, your said Orators were not again compelled to pay, and allow to be deducted by the said Richard Barwell, the said several Sums of Money, as Fees, or for Perquisites to him and such other Persons as are hereinbefore mentioned, as had been before allowed

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ed by your Orators and the ſaid Moneck and Rattenjoy, on the Payments to them of ſuch firſt Sum of Money or Advancement made them by the ſaid Nicholas Grueber, as hereinbefore is mentioned; and whether the ſame ought to have been done, or rather was not very unjuſt, after ſuch firſt Payments made before by your Orators, and the having forced from your Orators the ſaid Sum of 8,000 Rupees, or what other Sums of Money were your Orators obliged to ſubmit to, and did actually pay, on that Occaſion; and whether ſuch Sum of C. Rs. 5,71,855. 7 A. being added to the ſaid Sum of 46,758. 10. 3. the Balance due from your Orators and the ſaid Moneck and Rattenjoy, on the ſettling and balancing ſuch firſt Account as aforeſaid, did not make the Sum of C. Rs. 6,18,614. 1. A. 3 P. due and owing from your Orators and the ſaid Moneck and Rattenjoy to the ſaid Company, and to which Amount your Orators and the ſaid Moneck and Rattenjoy were to deliver Goods according to their before depoſited Samples, or to what other Sum of Money did the ſame Amount, or in what other Manner was the ſame to be accounted for by your Orators and the ſaid Moneck and Rattenjoy; and whether on or about the Time of ſuch laſt-mentioned Payment, your Orators and the ſaid Moneck and Rattenjoy did not cauſe to be delivered into the ſaid Company's Warehouſe at Dacca, and which were then duly inſpected and approved, Goods to the Amount of the Sum of 6,09,323. 2. 9. or at what other Time or Times in particular were the ſame delivered, or to what other Sum did the ſame amount; and whether ſuch Goods had not been previouſly inſpected and approved, as anſwering the Sample depoſited as aforeſaid with ſuch Company by your Orators, and by whom, or whoſe Duty was it to inſpect and approve the ſame; and whether, on the Delivery thereof, your Orators and the ſaid Moneck and Rattenjoy did not, on the Balance of Accounts, ſtand indebted to the ſaid Company in the Sum of 9,288. 14. 6. or in what other Sum of Money; and whether your Orators were not preparing, and nearly obtained, ſufficient Cloths to compleat their ſaid Contract, when the ſaid Richard Barwell pretended a Diſlike to ſuch laſt delivered Goods, and had the ſame appraiſed, as hereinbefore is mentioned; and whether the ſaid Richard Barwell did not, on or about ſuch Time as is hereinbefore mentioned, quit his ſaid Chiefſhip and come to Calcutta, and ſtay at Calcutta for the Space of Time hereinbefore for that Purpoſe mentioned; and whether on his returning again to Dacca, in ſuch Month of February 1774, he did not himſelf again examine, or particularly cauſe to be examined, ſuch Cloths which had before been delivered and appraiſed, and afterwards as aforeſaid received as proper ones, according to the ſaid Sample; and whether he did not pretend to find ſome few Cloths ſtill remaining, which did not anſwer the Muſter; *and whether he did not thereupon cauſe the old Examiner to be ſeverely flogged, for pretended Remiſſneſs*, or why otherwiſe, or for what, was the ſame done; or whether the ſame was not merely done to cover and aſſiſt him the ſaid Richard Barwell in his further Deſigns againſt your ſaid Orators; and whether the *ſaid Richard Barwell did not, on the ſaid 1ſt Day of April, order or cauſe your Orators, as well as the ſaid Pecars, to be put into the Stocks, in very bad rainy Weather, without any Covering, or any Thing to raiſe them from the Ground; and whether, after being detained there for ſome Time, your ſaid Orators and ſuch Pecars were not removed, by the Orders of the ſaid Richard Barwell, or of whom elſe, from the ſaid Stocks, into one of his own Godowns, or Outhouſes, and there detained under a Guard of Sepoys for many Days, without Victuals, or the Liberty of ſtirring out upon any Occaſion whatever; and whether when your Orators were at laſt diſcharged from ſuch Confinement, and permitted to return to their Houſes, an additional Number of Guards or Sepoys were not placed over each of your ſaid Orators, with ſuch Orders or Directions as are hereinbefore for that Purpoſe mentioned; and whether your ſaid Orators were not frequently during ſuch Time put into the Stocks, and carried backwards and forwards to Priſon and their own Houſes, at the Will and Pleaſure, or purſuant to the Directions, of the ſaid Richard Barwell; and whether, during all and every the Times aforeſaid, your Orators did not make repeated Applications to be taken before the ſaid Richard Barwell, to learn the Cauſe of the ill Treatment they received; and whether the ſame was not always refuſed them, and why and for what Reaſon was the ſame refuſed; and whether the ſaid* Matthew Day *was not one of the acting Agents of the ſaid Richard Barwell in ſuch Buſineſs*; and whether the Whole of the Conduct of the ſaid Day, reſpecting the Impriſoning and Puniſhment of your Orators, was not by the Order and Directions of the ſaid Richard Barwell; and whether the ſaid Matthew Day did not, for the Purpoſes aforeſaid, preſs or compel the Service of ſuch Perſons as are hereinbefore-mentioned; and whether the whole Number of ſuch People employed in the Impriſonment and Confinement of your Orators as aforeſaid, did not amount to the Number of Perſons; and whether the ſaid Matthew Day did not compel your Orators to pay Wages to all and every ſuch Peons and Servants, at the Rate of three Anaes a Day; and whether the Whole of ſuch Money, for ſuch Wages paid, did not amount to Rupees; and whether your Orators were not obliged to comply with ſuch Impoſitions for the Reaſons hereinbefore mentioned; and whether ſuch Aſſociation for the Purchaſe of Cloths by the ſaid Company's Servants, was not entered into at the Time hereinbefore for that Purpoſe mentioned, or at what other Time, and whether the ſaid Richard Barwell had not a very great Intereſt or Share therein; and whether it was not the Intereſt of ſuch Aſſociation to injure your ſaid Orators in their Characters and Credit, to aſſiſt their own Undertakings; and whether your Orators were not at ſuch Time very conſiderable Merchants or Dealers in ſuch White Piece Goods as aforeſaid; and whether your Orators, beſides their Contract with the ſaid Company, did not carry on a very conſiderable Trade in ſuch Goods, as well with the Dutch and French Traders in the different Parts of India, as with the native Inhabitants of the Country; and whether ſuch Impriſonment and Confinement of your Orators did not completely anſwer the Purpoſe deſigned, by deſtroying both the Trade and Credit of your Orators, as well as injuring them in their Healths, and preventing their compleating their Contract entered into with the Company as hereinbefore mentioned; and whether ſuch Impriſonments of your Orators, and their ſaid Pecars, was not the only or principal Reaſon why the whole Quantity of ſuch Cloths

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Cloths were not delivered within the Time prescribed by such Agreement, or what else was the Cause of such Failure in your Orators, of not performing such Contract compleatly; and whether your Orators did not receive such Information or Notice from the said John Shakespear, of your Orators Bond being forfeited, and for the Payment of the Penalty therein contained, as hereinbefore for that Purpose mentioned; or what other Application did the said John Shakespear make, or Information give your Orators, or any or either of them, respecting such Business; and whether the said John Shakespear did not express himself in the Words, or to the Purport and Effect hereinbefore set forth, or how otherwise; and whether the said John Shakespear was not, at the Time of making such Application or Representation to your Orators, a Resident in, and one of the Family of, the said Richard Barwell; and whether he did not make the same by the Order or Directions of the said Richard Barwell; and if not, by whose Directions was the same made; and whether, on such Application, your Orators, or some or one and which of them, did not attempt to reason with the said John Shakespear, upon the Impropriety and Injustice of this Demand; and whether thereupon the said John Shakespear did not make such threatening Reply as hereinbefore is mentioned and set forth, or use Words to that Purport or Effect; and whether your Orators, and the said Moneck and Rattenjoy were not obliged, for the Reasons hereinbefore set forth, to enter into and execute such Bond to the said John Shakespear, for the said Sum of 40,000 Rupees, and to procure such Security for the Payment of the same as hereinbefore is mentioned; or what other Reason or Inducement could your Orators, or any or either of them, have for so doing, or what other Bond did your Orators then execute, or to whom was the same payable; and whether the same was not, as aforesaid, made payable to the said John Shakespear, and not to the said Company, and for what Reason in particular was the same made payable to him in preference to any other of such Company's Servants, in case the same was considered due and payable to such Company; and whether such Bond is not now in the Custody or Power of them the said Richard Barwell and John Shakespear, or one of them, and if so, that they set forth the same in the Words and Figures thereof, and if the same is not now in their, or either of their Custody or Power, then that they may set forth in whose Custody the same now is, and when they, or either of them, last saw the same; and whether the said Achelsing did not become such Security for your Orators, as hereinbefore is mentioned; and whether your Orators had not Reason thereupon to expect to be set at Liberty, and whether they were, in consequence thereof, released from such their Confinement, and if not, why not, or whether, instead thereof, they were not still detained in Prison, and told they should be kept there till such Sum of 40,000 Rupees was paid, or how otherwise; and whether your said Orators were not therefore under the Necessity, and did not, in consequence thereof, apply to the said Achelsing, to advance and lend your said Orators the Sum of C. Rs. 36,224. in order to discharge their Parts or Shares of the said Sum of 40,000 Rupees; and whether the said Achelsing did not agree to advance and lend your Orators the same, on your Orators entering into a certain Bond or Bonds for securing the Re-payment of the same, with Interest at the Rate of Twelve per Cent. per Annum; and whether your said Orators did not accordingly, on or about the 14th Day of May 1774, enter into a certain Bond or Obligation, for securing to the said Achelsing the Sum of 20,000 Rupees, and Interest at 12 per Cent. as aforesaid, and afterwards, on the first Day of June following, in another certain Bond or Obligation, for securing the Re-payment of the Sum of 16,224 Rupees, and such Interest as aforesaid; and whether, on such several Days of the Fourteenth of May and First of June, or at what other Times in particular, the said Achelsing did not, on the Part and Behalf of your said Orators, pay to Joynarain Gosaul, in the House of the said John Shakespear, as hereinbefore mentioned, such Two several Sums of 20,000 Rupees and 16,224 Rupees, for and on the Account, and in Discharge, of their Parts or Shares of the said Sum of 40,000 Rupees, due on such Bond made payable to the said John Shakespear aforesaid, or for what other Purpose, or on what other Occasion, was the same paid, or how or in what other Manner was the same calculated; and whether the said Joynarain Gosaul was not, at the respective Times aforesaid, the Banian of the said John Shakespear, in whose Service or Employ was he at such Times respectively; and whether the said Joynarain Gosaul did not afterwards pay to the said John Shakespear and Richard Barwell, or one, and which of them, such Sum of 36,224 Arcot Rupees, or some, and what, other considerable Sum of Money; and whether the said Richard Barwell and John Shakespear, or either, and which of them, did at any, and what, Time or Times in particular, place such Sum of 36,224 Rupees, or any Part thereof, to the Credit of the Company; and if so, in what Book or Books was or were the Entry or Entries of the same made, or how or in what Manner otherwise was the same accounted for; or whether, rather, the said Richard Barwell and John Shakespear did not divide the same between themselves, in equal Shares or Half Parts, or in some other, and what other Proportion; and what Right or Authority had they for so doing; and whether, on such Sum of 36,224 Rupees being paid them, the said Richard Barwell and John Shakespear, or one of them as aforesaid, your said Orators were not, by their, or one, and which, of their Order or Directions, discharged from such their Imprisonment; and whether the said Moneck and Rattenjoy were discharged from such Prison at the same Time with your Orators; and if not, why not, and whether it was not because they could not pay, or procure to be paid, their Parts or Shares of the said Sum of 40,000; and whether the said Moneck and Rattenjoy ever afterwards paid or discharged their, or either of their Parts or Shares of such Sum of Money, or any Part thereof; or whether they the said Moneck and Rattenjoy were not detained in Prison till some Time in or about the Month of October following, and then released, without paying any Part or Share of such Bond for 40,000 Rupees, so entered into by them and your Orators as aforesaid; and whether they, or either

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either of them the said Moneck and Rattenjoy, have ever paid any Part or Share of such Sum of Money since their being discharged from Prison as aforesaid; and whether the said Richard Barwell was not, in such Month of October, preparing to set out for Calcutta; and whether, from the Time your Orators were discharged from Prison as aforesaid, and previous to the said Richard Barwell's quitting Dacca to come to Calcutta, your Orators did not, by themselves and their Friends, cause many Applications to be made, as well to the said Richard Barwell as to others of such Company's Servants at Dacca, to get your Orators Accounts settled, respecting such Cloths as had been, or others that were to be delivered; and whether your Orators were not always refused the same, and why and for what Reason were they so refused; and whether it was not because it was well known that your Orators had been very improperly treated, and their Cloths rejected, notwithstanding they answered the Sample, or what other Reason had they for such Conduct to your Orators as aforesaid; and whether your Orators, on meeting with such Refusal, did not determine coming to Calcutta, to apply to the Governor for Redress; and did not your Orators, at such Time as hereinbefore is mentioned, set out privately from Dacca, and come to Calcutta for that Purpose; and whether, after your Orators Arrival there, and whilst your Orators were consulting together about the Measures to be pursued for obtaining Relief, they were not all of them, on or about the 15th Day of the said Month of July 1774, at such Time of the Day as hereinbefore is mentioned, surrounded and taken up by the Sontabordars of the said Richard Barwell, and carried to, and confined three Days and three Nights in his Stables and Godowns, as hereinbefore mentioned, or when, and at what other Time did the same happen; and whether the said Richard Barwell's Motive or Inducement for so doing, was not to prevent your Orators making any Complaint, or instituting any Suit against him in the Mayor's Court, either for the Recovery of the Money which he had improperly obtained from them as aforesaid, or from seeking a Compensation for the many Imprisonments they had met with, and Punishments they had suffered, or what other Motive or Inducement had the said Richard Barwell for imprisoning and confining your Orators, during the Whole of their and his the said Richard Barwell's Stay at Calcutta, as aforesaid; and whether, during the Time your Orators were confined in the said Richard Barwell's Stables as aforesaid, the said Richard Barwell did not send a Message to your Orators, or by some other Means acquaint your Orators, "That your Orators "must return to Dacca, and that he would take your Orators said Cloths, which he had before rejected, "according to Mr. Grueber's Musters, and that he would write to Mr. Law, the Export Warehouse "Keeper at Dacca, for that Purpose," or some other Message to that Purport or Effect; and whether your Orators were not, soon after the Receipt of such Message, carried to the River, under an Escort of Three of the Peons of the said Richard Barwell, and put on Board a small Boat provided for the Purpose; and whether your Orators were not compelled by such Peons, to pay such Money for the Hire of such Boat, as hereinbefore is mentioned, as well to lay in Victuals for your Orators as for such Peons, during such Passage up to Dacca, as hereinbefore is mentioned; and whether the said Richard Barwell did not return to Dacca on or about such Time as your Orators were carried in such
Sic Orig. Boat as aforesaid; and when on your Orators and the said Richard Barwell's House, by his said Peons, to know what was to be done with your Orators, and whether he the said Richard Barwell did not then order your said Orators to be discharged; and whether they were not once more set at their Liberty in consequence of such Order, and some short Time after such your Orators return to Dacca as aforesaid, the Dewan of the said Company did not make up and state an Account as between such Company and your Orators, as hereinbefore is particularly mentioned; and whether the same contained the Amount of the whole Number of Cloths delivered by your Orators; and whether your Orators, or some or one of them, did not discover that there was an Omission of Credit to your Orators in such Account, for a Quantity of Cloths delivered into the said Company's Warehouse, amounting to Rs. 5,749. 5. 3.; and whether your Orators were not informed, that such last-mentioned Quantity of Cloth had been appropriated to the Use of the Gentlemen of the Factory, and not to that of the Company; and whether (supposing such Information to be true) the Misapplication of such Cloths by such Servants, ought or can prejudice your Orators respecting the same, or whether the same must not be credited to your Orators Account with the said Company; and whether the Debit for the whole Quantity of Cloths delivered by your Orators and the said Moneck and Rattenjoy, since the Date of the said Contract, including such Sum of 5,749. 5. 3. did not amount to the Sum of 6,17,799. 13. 3. and whether the same did not leave such Balance due from your Orators as hereinbefore is mentioned; and whether your Orators did not consent and allow, that such Surplus Cloths, delivered beyond the Shares of such particular Contractors, should be deducted from out of such Account, and allowed to such Merchants, separate and independant of the said Contract; and whether, after the Allowance thereof, there did not remain upon Balance of such Account such Sum of 9,288 Rupees 14 Ans. 6. Pices, or what other Balance or Sum of Money; and whether your Orators were not at such Time, and are not still, ready and willing to fulfil such Contract, by the Delivery of Cloths, pursuant to the said Agreement, to the Amount of such Sum of Money; and why and for what Reason were the same refused to be received on the balancing and settling such Account as hereinbefore is mentioned; and whether the same was not done by the Order of the said Richard Barwell, that he might preserve an apparent Cause of Debt against your said Orators, in excuse for such Imprisonments as aforesaid, or some or one of them, or by whom else was such Order made or given; and whether your Orators, from such Refusal, were not at first induced to believe that the said Richard Barwell meant to make your Orators amends for the Injustice he had before done them, and did not therefore make Application to him for the Re-payment of such Sum of 36,224 Rupees, expecting to accommodate the Matters in Difference between them; and whether, instead of receiving the Payment of the same, or any Satisfaction for such Injuries

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Injuries done your Orators as aforesaid, the said Richard Barwell did not make such Threat, or use such menacing Words as are hereinbefore set forth, in case your Orators attempted to seek for any Redress against him or the said John Shakespear, for any or either of the Causes hereinbefore mentioned; and whether he hath not since put such Threats in Execution, and ruined the Trade and Credit of each and every of your said Orators, by the Means hereinbefore mentioned, or some or one, and which of them; and whether such Threats from the said Richard Barwell did not proceed from a Consciousness of his former improper Conduct, and in order to deter your Orators from seeking any Remedy against him; and whether your Orators and their Families had not, for more than 40 Years preceding, served and dealt with the said Company for such Cloths as aforesaid, without any Dispute with them during the whole Course of such Time; and whether the said Richard Barwell did not well know, that at the Time aforesaid, when your Orators were stopped in their said Business, as hereinbefore is mentioned, they had advanced large Sums of Money to the Weavers to forward such their Business; and whether such Weavers were not prevented working in or prosecuting such Business, by such Persons being set over them as hereinbefore is mentioned; and whether the same was not done for the Purpose or Reason hereinbefore set forth, or why or for what other Reason did the said Richard Barwell cause such Persons to be placed over the said Weavers, to prevent their working for your Orators; and whether your said Orators did not, some Time in the Month of February last, cause Application to be again made to the said Richard Barwell and John Shakespear, or one, or which of them, for the Payment as well of such Sum of 8,000 Rupees, 36,224 Rupees, as of the said Sum of 260 Rupees, for the Expences which your Orators had been put to as aforesaid; and whether the said Richard Barwell did not thereupon admit the several Imprisonments of your Orators as hereinbefore is mentioned, and pretend, as an Excuse for the same, that your Orators had not performed the said Contract entered into with the Company as aforesaid; and whether it was not on that Account too, that he alledged your said Orators had been compelled to pay such Sums of Money as aforesaid; and whether he did not admit your Orators to have paid upwards of 40,000 Rupees, by reason of such pretended Breach of Contract, or what other Sum of Money; and whether he did not pretend that he had given due Credit to the Company for the same, and if so, how, where, and in what Manner is the same credited; and whether the said Richard Barwell did not pretend a total Ignorance of the Bond for 40,000 Rupees, which the said John Shakespear had compelled your Orators to enter into and pay as aforesaid, and pretend, as aforesaid, that the said Money extorted from your Orators as aforesaid, was not in Part Discharge of the Penalty of the said Bond for 50,000 Rupees, entered into by your Orators for the due Performance of such Contract as aforesaid; and whether, notwithstanding such pretended Ignorance, the said Richard Barwell was not privy to such Bond being insisted, and made, and taken by the said John Shakespear, as hereinbefore is mentioned, and of the Manner in which the Parts or Shares of your Orators were paid, as hereinbefore is mentioned, and of your Orators being obliged, and actually now paying Interest for the same at the Rate of 12 per Cent. as hereinbefore is set forth: And that the said Richard Barwell may in the first Place be compelled, by the Decree of this Honourable Court, to pay to your Orators the said Sum of 8,000 Rupees, obtained from your Orators, as hereinbefore mentioned; and that the said Richard Barwell and John Shakespear be in like Manner decreed to pay unto your Orators the said Sum of 36,224 Current Rupees, according to the Rate and Proportion in which the same was divided between them, together with Interest for the same at the Rate of 12 per Cent. per Annum, from the respective Times on which the same were paid by your Orators, as hereinbefore is mentioned, as well as the said Sum of 260 Rupees, paid by your Orators for the Expence of Boat Hire, and other contingent Charges attending their Removal and Confinements, hereinbefore mentioned and set forth; and may deliver up to your Orators, to be cancelled, the said Bond entered into and made payable to the said John Shakespear, for 40,000 Rupees, as hereinbefore is mentioned; and that your Orators may have such further and other Relief in the Premises, as to your Lordships shall seem meet. May it please your Lordships.

(Signed) Cha. Newman.

Pray Process of Subpœna against Richard Barwell, John Shakespear, Chitan Bisaack, and Joynarain Gosaul.

Enclosure. STATE of the Dacca Delals Account with the Honourable Company.

Balances owing by the Dacca Delals to the Honourable Company in	1767	—	49,003	7	6
D° D° — — —	1768	—	29,763	10	—
D° D° — — —	1769	—	72,234	2	6
D° D° — — —	1770	—	52,433	12	9
D° D° — — —	1771	—	18,636	12	6
D° D° — — —	1772	—	46,758	10	3
N. B. These Balances were always deducted from the first Advances of the succeeding Year. They were unavoidable, and therefore no Penalty was ever demanded until the Year 1773, by Mr. Richard Barwell, when the aggregate Balance was only — — — —			1,733	13	—

STATE

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Enclosure. STATE of the Dacca Delals Account with the Honourable Company for 1773.

	Balances against the Delals in 1772.	Advances for 1773.	Amount of Advances for 1773.	Cloths delivered and accepted 1773.	Balances Contra. Hon^ble Co. 1772.	Balance Contra. Delals 1772.	Aggregate Balance Contr^a. Delals 1772.
Doneram and Co. — — —	None — —	1,52,796 14 9	1,52,796 14 9	1,55,346 13 9	2,549 15 —	— — —	— — —
Raijee — — — —	None — —	91,728 8 3	91,728 8 3	97,645 5 3	5,916 13 —	— — —	— — —
Hurry Sing — — — —	19,582 13 6	1,15,566 15 9	1,35,149 13 3	1,34,383 14 3	— — —	765 15 —	— — —
Bissonaut — — — —	11,938 15 9	1,27,759 — —	1,39,697 15 9	1,38,923 — 6	— — —	774 15 3	— — —
Samsunder — — — —	15,236 13 —	86,661 9 6	1,01,898 6 6	93,238 11 9	— — —	8,659 10 9	— — —
	46,758 10 3	5,74,513 — 3	6,21,271 10 6	6,19,537 13 6	8,466 12 —	10,200 9 —	1,733 13 —

Errors excepted.

Signed in Bengal.

The

he preceding is a Statement according to the Will and Pleaſure of the Honourable Company's Agents. Had the Delals been allowed the ſame Indulgence, their Account would have ſtood nearly thus :

Dr — The Agents for the Honourable Company.					
773.	To Amount Caſh advanced (nominally) to the Five Dacca Delals, for Purchaſe of Cloths — — —		6,21,271	10	6
773. Nov.	To Caſh received by Doneram Delal, Balance for a Surplus Quantity of Cloths delivered by him — — —		2,549	15	—
Dec.	To Caſh received by Rayjee, Delal, Balance for a Surplus Quantity of Cloths delivered by him — —		5,916	13	—
	N. B. Thoſe two Delals alſo received a Balance of Cloths returned by the Agents, 1,545 Pieces, and they gave in Preſents to the Agents, Pieces amounting in Value to about . . . . Arcot Rupees — — —		6,29,738	6	6
	Balance due to the Delals — —	67,247 7 —			
	Error for Ferrited Cloths detained in the Warehouſe belonging to Biſonaut Samunder, and Hurry Sing, 273 Pieces — — —	3,808 — —			
			71,055	7	—

Cr — The Five Dacca Delals.				
1773.	By Cloths delivered and accepted by the Agents, as per Contracts, for the Year 1773 — — — — —	6,19,537	13	6
	By Deductions, Exactions, Duſtores, &c. by the Agents, about 5 per Cent. upon the Advances — — —	31,054	—	—
Nov.	By Deductions from the Advances, on Account and for the Uſe of Mr. Richard Barwell, and his Banian, Chitan Biſaack —	8,000	—	—
1774. July.	By Deductions charged for the Expences of ſending Sepoys to take the Delals Priſoners, on their Way to Calcutta, to complain againſt the Honourable Company's Agents — —	160	—	—
May 20.	By Caſh extorted, and paid to Mr. John Shakeſpear — —	20,000	—	—
June 1.	By Ditto ditto ditto — —	16,224	—	—
	By Caſh exacted by Peons, Sepoys, and other Charges during the Impriſonment of the Delals — — —	2,000	—	—
1776. April.	N. B. Beſides the above, Mr. Charles Purling paſſed a Decree in the Adawlut, againſt the Delals, for a further Sum of A.Rs. 13,766, as a Balance of a Penalty, ſaid to be forfeited by Failure of Contracts for 1773.			
		6,96,985	13	6

Signed in Bengal.

Errors excepted.

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A Translation of a Representation given in to the Council of Dacca, by Bissnout, Hurry Kissen, Doneram Samsunder, and Rayjee, Delolls.

That ever since the Honourable Company's Factory and Business commenced at this Place, we always received Advances for the Cloth Investment, and supplied them accordingly. Since Mr. Barwell's Arrival to the Charge of the Chiefship, and in the Year 1180 (or 1773) in the Month of November, Advances were made to us for that Year's Investment; and from the said Advances Cheyton Bysaack, Mr. Barwell's Banian, took from us, by Force, 8,000 Rupees, which was done by Mr. Barwell's own Directions. In the Month of March 1774 Mr. Barwell ordered Peons to carry us to the Factory, and confined us in the Stocks; and afterwards we were put in Confinement in a small Room, near the Factory Gate, under the Sepoys Guard, and our Food was also stopped, where we remained starving for the whole Day; and the next Day Orders were given, about Twelve in the Noon, to carry us near the River Side, under the Escort of Six Sepoys, to permit our taking some Food; and after which we were again brought to the same Confinement. Peons were sent to our Houses also to watch. For Six Days we were confined in this Manner. Mr. Barwell's other Banian, named Ramrutten Taggor, carried us to his Lodging, and in the Name of Mr. Shakespear, he took a Certificate from us for 40,000 Rupees, and afterwards gave us Liberty to go to our Houses. We were obliged (for Fear of another Confinement and ill Usage) to go to one Achelsing Subedar, and borrow from him A. R^s 36,224. This Sum was received from the said Achelsing by Mr. Shakespear's Banian, named Joynarain Gosaul. For the Balance of 40,000 Rupees, being 3,776 Rupees, Mr. Barwell again carried one Manick, and one Rutton, Delolls. Mr. Barwell in the Interim went to Calcutta. We left Dacca for Calcutta, to go and seek Justice, in the Month of July. Mr. Day hearing we left Dacca, sent Sepoys after us. The Sepoys not overtaking us on the Way, returned. Mr. Barwell hearing of our Arrival in Calcutta, sent a Soontaburdar for us, and carried us to his House, and confined us. On Mr. Barwell's leaving Calcutta, Three Peons were ordered to conduct us to Dacca. On our Arrival here, the Peons were discharged. The Charges that accrued for the Sepoys that went after us, we were obliged to pay.

On the Arrival of the Gentlemen from Europe, having greatly suffered, we, in the Month of December, went to Calcutta, and applied to an Attorney, to represent the Injustice and ill Usage that Mr. Barwell treated us with, and complained against him; which Cause is yet depending in the Supreme Court of Judicature.

At present, Sir, you demand a Penalty for the Year 1180 (or 1773); we have delivered Cloths, when we received Advances from the Company, and for Security's Sake we always gave a Muchalca; and the Balance, whatever it might be, in our Hands after the Year's Accounts are settled, was brought to our Debit; but we never paid any Penalty. This is our Representation; and you, Sir, may judge of the Circumstances as you think best.

To Mr. Purling.

The Answer of Bissnot, &c. &c. &c. residing in Dacca.

Sir,

You say Mr. Nicholas Grueber, on the Part of the Company, hath lodged a Complaint against us in the Dacca Adawlut, setting forth, that we had paid Part of a Muchulca Debt, and that we refused paying the Balance. To this we answer, and say, We never paid Mr. Nicholas Grueber any such Muchulca Money. Mr. Barwell imprisoned and oppressed us for the Money already taken. On this account we have complained in the King's Court at Calcutta, and the Trial is now going on: Do your Pleasure. This is all we have to say.

21st November 1775.

To Mr. Purling.

The Answer of Bissnot, &c. &c. &c. Delalls, residing in Dacca.

Sir,

You say, that Mr. Nicholas Grueber, on the Part of the Company, hath complained against us in the Dacca Adawlut, for Machulca Money: To this we have only to say, You have repeatedly required our Answer on this Subject, and we have as often acquainted you. What concerneth us to reply to, we have already written, and given in. We pray you to order the Adawlet Peons to be taken off, as the Matter is now a trying in the Court of Calcutta, where we shall give our Answer.

8th April 1776.

Witnesses

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Witnesses living in or near Dacca.

Mr. Desgranges	Radachunday Gomastahs
Mr. Kreigle	Ramgang Piccar
Mr. Francis Law	Achelsing
Mr. Thomas Ligh	Pendabund Podar
Mr. Haliburton	Golam Nubbie
Mr. Henkel	Pitumber Seat
Mr. Robert Craufurd	Monee
Mr. Robert Hunter	Mirza Man
Mr. John Cree	Lala Keitnarrain, and Peons
Messrs. Lodge and Cresp	The Deroga of the Cutcherry, and Peons
Mr. Evelyn	Two or more Weavers
Lieut. Arden and his Officers	Two or more Auring Judges
Coje Kavell	Nizee Mahomed
Coje Mickel	Gitu Bundabund, Mr. Day's Zemindar, and Peons
Mr. Dormieux	Mr. Matthew Day
Two or more Mogul Merchants	Mr. George Hatch
Bieur Taggoor	Mr. Archibald Burnet
Narrain Doss	Joynarain Gomastah
Diachurn	Omuchun Picar
Kissenchurn	Garbendram Gomastah
Warehouse Sircars and Gomastahs	Delolls, Sircars, and Gomastah

Witnesses living in Calcutta.

Warren Hastings, Esquire	Mr. Benjamin Cunningham
Mr. Nicholas Grueber	Ramrutton
Mr. Grant, Secretary to the Board of Trade	Chaiton Bisaack
	Moden Dutt
Mr. Keighly, Accomptant to D° D°	Budicann
Mr. Guinand, Inspector to D° D°	Matablal
Mr. Joseph Cator	Becarie Pallet
Mr. Laire Oliver	Moneck Bose.

We, the under subscribed Delals of Dacca, humbly request, that the Witnesses living in and near Dacca may be examined there by Commission, in order to save them the Trouble of going to Calcutta, and to save us the Expence, which, by our great Misfortunes, we are rendered unable to bear. We also request, that the Honourable Company's Accounts, Records, and Correspondence, concerning us, since 1772, may be produced and examined.

Dacca, 31st May 1776. (Signed) {

To the Honourable Warren Hastings, Esquire, Governor General, &c. Members of the Supreme Council, Fort William.

Honourable Sir and Sirs,

Upon the 28th Instant, we were honoured with a Copy of your kind Order, in answer to our Petition: We are extremely happy to obtain our Liberty upon these Terms, and we rejoice at the Prospect of having a final Period put to our present Distresses; for, since the Year 1772, we have been annually oppressed, and we could not even guess where or when our Distresses would terminate; for our Oppressors never would give us any Receipts or Discharges for the Sums they illegally obtained. On or about the 7th February 1773, each of us entered into a special Contract with the Honourable the Company's Agents, in the Manner of the inclosed (N° 1.) after which we suffered the many cruel Severities, and illegal Exactions, set forth in the inclosed Copy of our Bill of Complaint, now depending in Chancery (N° 2.) In or about the Month of November 1774, our Accounts were adjusted, according to the Will and Pleasure of the Honourable Company's Agents, as in the inclosed (N° 3.) where it appears, that we received in Advance A. Rs 6,21,271. 10. 6. we delivered Cloths accepted to the Amount of A. Rs 6,19,537. 13. 6. and the aggregate Balance against us was only A. Rs 1,733. 13. a Sum astonishingly little, when the Magnitude and Precariousness of the Concern, and the enormous Exactions which we paid, are duly considered. It appears also, that the Contracts of Doneram and Raige were over fulfilled, and accordingly they have received a Balance of A. Rs 8,466. 12, in Cash, and in Cloth 1,545 Pieces returned to them from the Honourable Company's Export Warehouse. In November 1775, we were prosecuted by the Honourable Company's Agents, before your

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your Dacca Board of Revenue, for a further Sum of A. R^s. 13,776. on Pretence of a Balance of the same Penalty, for which we had paid so largely and severely before, without even alledging any Errors in their Accounts. To this we gave the inclosed Answer (N° 4.) From this Tribunal, without Hearing or Decision, this Suit was carried to an inferior Court, the Court of Adawlut. In answer to which, we gave the inclosed (N° 5.) Upon the 16th April 1776 we were thrown into Jail (where we remain) for this Demand, by Mr. Charles Purling, during Mr. J. Shakespear's Tour of superintending the Adawlut. The Decree is founded upon a single Evidence (a Warehouse Servant) and that Evidence not upon Oath. Why Doneram and Raige, who have over fulfilled their Engagements, and received so large Balances, should suffer such barbarous Treatment, would be altogether unaccountable, if it was not well known these Two Men were the only Persons of Property from whom such Sums could possibly be obtained. Our Prosecutors have refused a Copy of the Penalty Bond, and a Statement of the Accounts upon which this repeated Claim of Penalty is founded; neither have we been favoured with Copy of any Decree against us. We pray, that we may be granted Copies of these, and of the Proceedings of the Adawlut against us, and also proper Receipts for the Sums illegally obtained from us. The Contents of the inclosed Papers we are ready, and very desirous of proving, before any impartial Tribunal; but we hope Decency and Propriety will prevent Mr. Charles Purling and Mr. John Shakespear from interfering in a Matter, wherein they have already been so actively concerned. We also offer to prove, that our Contracts were first and most essentially broke by the Agents for the Honourable Company, in not advancing the full Sums stipulated in our Contracts, and in several other material Failures on the Part of the Honourable Company. We are convinced, that the Penalty Paper is defective and absurd, and both in Law and Equity void. It will fully appear, that the exact Sums recited in the inclosed Papers were obtained without the Decree of any legal Judge or Jury, without the smallest Semblance of Trial in any legal Court of Justice, and without requiring or hearing our Defence. We are credibly informed, and hope to make it appear, that no Part of the Money was ever consigned to the Honourable Company's Treasury, nor appropriated to their Use, until the 25th January 1775, after our Bill was filed in Chancery, Eight Months after this last Sum of A. R^s. 36,224 was received by Mr. Shakespear, and Three Months after Mr. Richard Barwell had quitted his Chiefship of Dacca, and was dignified with a Seat in the Honourable Supreme Council of Fort William. In fact, we have not the smallest Doubt of proving, that we have been illegally deprived of our Liberty, as well as of our Property, by the Agents of the Honourable Company; and also, that the Monopoly instituted by them in 1774, has not only been destructive to us, and to a vast Number of valuable Subjects, the Weavers, Spinners, and Ryotts of these Districts, but also the usual Influx of Specie has been thereby prevented, and it has been the principal, if not the sole Cause of the late Drain of 20 Lacks of Rupees from this District, which, besides the great Loss by outstanding Balances, must ultimately and essentially injure the Honourable Company, and consequently affect the Interest of Great Britain. The inclosed (N° 6.) is a List of the Witnesses we wished to have examined.

We are, &c.

(Signed)

Dacca, 3st May 1776.

Dunneram, — Deloll,
Ramjoy, — Deloll,
Sham Chunder, — D°
Hurry Sing, — D°
Bissonaut, — D°

Revenue Department.
A true Copy.

(Signed) J. Baugh, Sub Secretary.

P. S. We presume it is customary for the Administration to be informed regularly of all Sums received for Account of the Honourable Company. We request the Correspondence between Mr. Barwell and the then Administration may be produced before your Board, to see if he advised those Gentlemen of his having received a considerable Sum, and of his having carried the same to the Credit of the Honourable Company, in the regular Course of Business, by paying it into their Treasury, and giving regular Credit for the same in the Treasury or Cash Account of the Department, in the Months he took it from us; which were in May and June 1774.

A Translation of a Representation given in the Council of Dacca, by Bessonaut Hurry Kishen, Dooneram Samsunder, and Raja, Dellolls.

That, ever since the Honourable Company's Factory and Business commenced at this Place, we always received Advances for the Cloth Investment, and supplied them accordingly. Since Mr. Barwell's Arrival to the Charge of the Chiefship, and in the Year 1180 (or 1773) in the Month of November, Advances were made to us for that Year's Investments; and from the said Advances Cheyton Bysaack, Mr. Barwell's Banyan, took from us by Force 8,000 Rupees, which was done by Mr. Barwell's own Directions. In the Month of March 1774, Mr. Barwell ordered Peons to carry us to the Factory, and confined us in the Stocks; and afterwards we were put in Confinement in a small Room near the Factory Gate, under the Sepoy Guard, and our Food was also stopt, where we

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we remained starving for the whole Day, and the next Day Orders were given about Twelve in the Noon to carry us near the River Side, under the Escort of Six Sepoys, to permit our taking some Food; and after which we were again brought to the same Confinement; Peons were sent to our Houses also, to watch. For Six Days we were confined in this Manner. Mr. Barwell's other Banian, named Ramrutton Taggore, carried us to his Lodging, and in the Name of Mr. Shakespear, he took a Certificate from us for 40,000 Rupees, and afterwards gave us Liberty to go to our Houses. We were obliged (for fear of another Confinement and ill Usage) to go to one Achulsing Subadar, and borrow from him A. Rs 36,224. This Sum was received from the said Achulsing, by Mr. Shakespear's Banian, named Joynarrain Gosaul; and for the Balance of 40,000 Rupees, being 3,776 Rs, Mr. Barwell again carried and confined one Manick and Rutton, Delolls, for the above Balance; and the Certificates for the 40,000 Rupees were returned to us. Mr. Barwell, in the Interim, went to Calcutta; and we left Dacca for Calcutta, to go and seek Justice. In the Month of July, Mr. Day, hearing we left Dacca, sent Sepoys after us; the Sepoys not overtaking us on the Way, returned. Mr. Barwell, hearing of our Arrival in Calcutta, sent a Soontaburdar for us, and carried us to his House, and confined us. On Mr. Barwell's leaving Calcutta, Three Peons were ordered to conduct us to Dacca. On our Arrival here, the Peons were discharged. The Charges that occurred for the Sepoys that went after us, we were obliged to pay.

On the Arrival of the Gentlemen from Europe, having greatly suffered, we, in the Month of December, went to Calcutta, and applied to an Attorney to represent the Injustice and ill Usage that Mr. Barwell treated us with, and complained against him; which Cause is yet depending in the Supreme Court of Judicature.

At present, Sir, you demand a Penalty from us in Money. Whatever the Advances were for Cloth for the Bengal Year 1180 (or 1773) we have delivered. When we receive Advances from the Company, for the Security's Sake we always give a Machulka, and the Balance, whatever it might be, in our Hands after the Year's Account is settled, was always brought to our Debit; but we never paid any Penalty. This is our Representation; and you, Sir, may judge of the Circumstances as you think best.

Copy of the List of Delolls and Pickars, from whom the Penalty is demanded, as delivered.

Doneram and Udachund, Dellols	1
Samsunder	1
Royjee Mohun	1
Hur Govind and Udachund	1
Udachund, Deloll, and Bissonaut, Pikar	1
Nurhurry, Pykar	1
Annund Lall Hurry Sing, Pikar	1
Budden and Nurhurry, Pikar	1
Hurry Sing, Pikar	1
Rutton Joy and Utton, Pykar	1
Radachurn, Pykar	1
Nund Kissore Ram Gungar, Pikar	1
Mahomed Reja and Koottoolulla, Pikar	1
Lallchund Goopy, Pikar	1
Sobanny, Pikar	1
Joget	1
Jutaram and Gonnass Sona, Pikar	1
	18

A. Rs		50,000 — —
at 8 per Cent. Batta,		4,000 — —
		54,000 — —
Deduct, received in October 1774, Penalty from the Delolls, and advanced the same at Bagotpore for Cloth, — — A. Rs	36,224 — —	
at 8 per Cent. Batta,	2,897 15 6	
		39,121 15 6
Balance of Current Rs		14,878 — 6

Rev. Department.

A true Copy.
(Signed) Rd Sumner, Secretary.

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Translate of a Contract from the Bengal Language.

The High and Mighty English Company, by Means of their Council, in the Time of Mr. Gruebeber's Chiefship, agreed with Doneram and Woodachurn, Delals, as per this Contract: We Doneram and Woodachurn agree to deliver various Cotton Cloths, 4,950 Pieces, into the said Company's Agent's (Sircar) as per the subjoined Indent, amounting to Current Rupees 1,30,700. 8. which we have received; this Cloth to be delivered of the First, Second, and Third Assortment and Quality, as per Muster. The Condition of this Contract is, That in Three Months we will deliver in the First Parcel of Cloths, and in the Course of the Year deliver in the Whole. If, according to this Agreement, we don't furnish the Whole of the Cloths, then the Money, with 12½ per Cent. shall be forthcoming. To this Agreement we have granted this Contract Bond, this Month of Faugon, Year 1179, or 7th February 1773.

This Contract is drawn up in the usual Form of Office, and although the Money is said to be advanced, it really was not delivered until the following Periods, and then greatly deficient, even according to the Books of the Honourable Company.

	C. Rs	
1773. February 21st. The Honourable Company advanced to Doneram, for Poton Cloths, One-half of the Sum (C. R^s 1,30,700. 8) agreed upon by Contract, February 7th, 1773 — — — — —	65,350	4 –
July 8th. Cash advanced to Doneram for Poton Cloths — —	49,012	11 –
Total Amount of Cash really advanced for Poton Cloths, as per the Books of the Honourable Company — — —	1,14,362	15 –
Deficiency in the last Advance, and consequent Failure of Contract on the Part of the Honourable Company — — —	16,337	9 –
The Sum stipulated by Contract — — — —	1,30,700	8 –
By the above Failure of Contract on the Part of the Honourable Company, Doneram lost his allowed Profits of Delally and Peiary, or 6¼ per Cent. upon the Deficiency C. Rs 16,337. 10. 6. — — — — —	1,021	1 –
Doneram supplied the Honourable Company with a Surplus Quantity of Poton Cloths, to the Amount of Current Rupees 5,217. 10. 6. Loss of Interest, at 12 per Cent. from 7th February 1773, to 7th December 1774, about which Time he received the Balance of his Account according to the Adjustment of the Honourable Company's Agents, 22 Months — — — —	1,146	13 –
Loss sustained by Doneram, by Failure of Contract on the Part of the Honourable Company, and by overfulfilling his Contract for Poton Cloths, besides the enormous Exactions paid to the Honourable Company's Agents — —	2,167	14 –

Dacca, 31 May 1776. Errors excepted.

Signed in Bengal.

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STATEMENT of Doneram Delal's Contract with the Honourable Company for 1773.

Number of Pieces.

1773.
February 7th. Doneram contracted for Patoul Cloths, 4950 Pieces, and he delivered 5004 Pieces, of which 180 Pieces were returned.
Ditto Ditto for Coarse Ditto 5125 Ditto Ditto 5388 Ditto 758 Ditto Ditto.

1773. Dr — The Honourable Company.		
To Potton Cloths delivered to Doneram	1,22,575 9 6	
Ditto Ditto returned to him 180 Pieces	2,995 — —	
Potton Cloths accepted by the Hon^ble Company — —		1,19,580 9 6
Surplus Cloths received and accepted by the Hon^ble Company from Doneram	5,217 10 6	
To Cuscurried Cloths delivered to the Hon^ble Company by Doneram —	34,408 3 9	
Coarse Cloths returned to Doneram, 758 Pieces, Value — —	3,030 — —	
Cuscurried Cloths received and accepted on the Part of the Hon^ble C° —		31,378 3 9
Deficiency on the Part of Doneram by the Return of so great a Number of Pieces 758 — —	1,827 12 9	
Gold Thread received and accepted by the Hon^ble Company — —	— —	4,388 — 6
Balance in Doneram's Hands —	839 14 9	
C. R^s. — —		1,55,346 13 9
Surplus of Putaul Cloths delivered —	5,217 10 6	
Deficient in Cuscurried 1827 12 9		
in Gold Thread — 839 14 9	2,667 11 6	
	2,549 15 0	
Net Balance due to Doneram, and paid to him by the Dewan, as per Contra.		

1773.	Contra — — Cr		
Feb^y 7.	The Hon^ble Company contracted to advance for Potton Cloths — —	1,30,700 8 —	
	Failure on the Part of the Hon^ble Company by Deficiency of Advances —	16,337 9 —	
	By Cash for Potton Cloths — —		1,14,362 15 0
	By Cash for Cuscurried or Coarse Cloths, advanced by the Hon^ble Company — — —		33,206 — 6
	N. B. No stipulated Sum is mentioned in this Contract, nor is it restricted by any Penalty on either Party.		
	By Amount of Gold Thread, advanced by the Company for Cloths, valued at — — —		5,227 15 3
	N. B. This is not mentioned either in the Contracts or Penalty Bond		
1774. Nov^r	Doneram having overfulfilled his Contract, received a Balance in Cash from the Dewan for the Surplus —		2,549 15 0
			1,55,346 13 9

Errors Excepted.

(Signed)

in Bengal.

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Dr — — — The Honourable Company in Account with Doneram Delal. — — — Cr

Date	Dr	Rs.	As.	P.	Total Rs.	As.	P.
1773.	To Potton Cloths received and accepted according to Contract —	1,19,580	9	6			
	To Cuſcurried Cloths received and accepted	37,378	3	9			
					1,50,958	13	3
	To Gold Thread — — —				4,388	—	6
	To Deductions, Exactions, Duſtores, ſtopped from the Advances, and paid by Doneram to the Agents for the Honourable Company — — —				9,588	10	9
	To 35 Pieces of Cloth appropriated by the Honourable Company's Agents — — —				226	—	—
Nov.	To my Share of the Deductions of 8,000 Rupees from the Delal's Advances, for Mr. Barwell (5,000) and his Banian, Chitan Biſack (3,000) — — —				1,665	—	—
1774. May 20th and June 1ſt.	To Caſh extorted by Impriſonment, Stocks, &c. and paid to Mr. John Shakeſpear, Account of Mr. Richard Barwell, as Doneram's Share of A. Rs 36,264 —				6,661	—	—
	To Caſh paid on the ſame Account to his Fellow Sufferers (irrecoverable) in order to obtain his and their Liberty				6,802	—	—
	To Caſh exacted by Peons, Sepoys, &c. during the Delals Impriſonment — — —				184	13	6
	To Charges during Impriſonment —				456	3	—
	C. Rs				1,80,930	9	—

Date	Cr	Rs.	As.	P.	Total Rs.	As.	P.
1773.	By Caſh received in Advance for Potton Cloths — — —	1,14,362	15	—			
	Ditto for Cuſcurried Cloths —	33,206	—	6			
					1,47,568	15	6
1774.	By Gold Thread, valued at — —				5,227	15	3
Nov.	By Caſh received Balance of Account for 1773 —				2,549	15	—
	By Balance due to Doneram Delal — —				25,583	11	3
	C. Rs				1,80,930	9	—

Errors excepted.

N. B. The

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N. B. The Charges of Law Suit, Imprisonment, &c. in 1775 and 1776, are not included, nor the Presents of 13 Pieces of Muslin to the Honourable Company's Agents, nor Interest for the Sums illegally obtained.

The above Balance in my Favour, however great and just, I deem the Loss as trivial, when compared to the disgraceful and cruel Severities suffered by my Brother Udachum and me, in our repeated Confinement in Jails, Godowns, in a Stable, upon the River in a Boat, and in Stocks, without any legal Trial;

To the Consternation and Terror with which our innocent Families were afflicted, when their dearest Relations were treated like Felons, and their Houses surrounded with rapacious Peons, prohibiting all Communications with their Friends, forcibly intruding into their Apartments, and even denying the Admission of the Necessaries of Life, until their Rapacity was glutted with the Bribes they received;

To the Stab which our Reputation and Credit received, by being thus treated like the worst of Criminals;

To the Injury to our Affairs, and the Deprivation of our Business, by the pernicious Monopoly instituted at Dacca in the Year 1774.

I could wish to ask my Oppressors, if all these Punishments were inflicted upon us, and these Sums exacted and extorted from me, because our Family had served the Honourable Company faithfully for Thirty Years before? or was it because I had so amply overfulfilled my Contract?

Mr. Purling, who was superintending Member of the Adawlut when the Cause was agitated, being applied to, concerning the alledged Refusal of the Paper demanded by the Delols, informs the Board, that the Delols never had demanded of him a Statement of their Accounts, or a Copy of the Penalty Bond. That when the Cause was decided, he recollects to have given the Deroga of the Adawlut Orders to deliver the Parties Copies of the Proceedings and Decree; a Formality in the Course of Business established by public Order, and scarcely ever deviated from. In the Proceedings the Penalty Bond is inserted at large.

The Board remark, that conformably to the Orders of the Honourable Governor General and Council, a compleat Copy of the Adawlut Proceedings was transmitted to them, in their General Department, on the 15th April last.

Agreeably to the Orders of the Governor General and Council, signified upon the Appeal;

Ordered, Another Copy be prepared; and also Extracts from the Consultations, as far as relates to the Penalty of the Delols.

The Board remark, upon the Question relative to the Receipt of the Sum of 36,224 Rs, that nothing could appear on the Proceedings, as it was a Transaction in the Commercial Department, which has been wholly detached and separated ever since the Appointment of a Provincial Council.

The Delols being ordered for Attendance, the following Persons are now present, *viz.*

Shamsoonder,
Bissenaut,
Royjee,
Hurry Sing, and
Santose, on Behalf of Dunneram.

And the Questions contained in the 3d Paragraph of the above Letter are proposed to them, as follows:

1st Question. In what Stage is your Suit in Chancery with Mr. Barwell?

Answer. We do not know particularly.—It is under Charge of our Lawyer.

2d Question. Whether any Proceedings are now carrying on?

Answer. Reply in the Affirmative.

3d Question. Whether Mr. Barwell has given in his Answer?

Answer. We have Advice that he has given in his Answer.

4th Question. (Being the Purport of the Postscript of the above Letter) You have represented, that a Certificate has been taken from you, in the Name of Mr. Shakespear, for 40,000 Rupees, and afterwards returned; if it is now in your Possession, a Copy is required?

Answer. The Obligation was released upon Payment of the Money through the Hands of Achulsing. We are not perfectly informed what became of the Certificate. We will enquire of our Brethren, and give an Answer.

The Delolls, after being informed that a compleat Copy of the Proceedings of the Adawlut will be delivered to them on their Application to the Officers of that Court, are dismissed.

Mr. Shakespear begs Leave to record the following Minute:

Mr. Shakespear,

As my Answer in Chancery, delivered in upon Oath, is recorded upon the Proceedings of the 21st September, when the Delolls first petitioned this Board, and will of course come under the Observation of the Honourable Governor General and Council, little remains for me to say further upon the

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the Subject. The invidious Terms given to Mr. Purling's deciding upon the Suit during my Tour of Superintendency, requires a short Explanation. When the acting Commercial Chief applied to this Board, to know what had been done in the Suit the Company had commenced against the Delolls some Months before, the Board recommended to the Superintendant, immediately to proceed with the Cause. This being on the first of April, my Rotation was about to commence. I mentioned at the Council Table, that as I had been made a Party in the Suit instituted in Chancery by the Delolls, I could not possibly sit in Judgment upon the Company's Suit against the Delolls; I therefore desired, if the Cause was to be proceeded upon, that some other Member might take Charge for the ensuing Month. Mr. Purling was the next in Rotation; and indeed all the Proceedings which had been held in the Court on the Suit, were before him. He of course assented to act for me as Superintendant for the ensuing Month. This is the simple State of the Fact; and a Conduct which could proceed only from Delicacy, I am astonished to find imputed to Design.

(Signed) J. Shakespear.

Mr. Purling delivers in the following Minute, upon the above Representation of the Delolls.

Mr. Purling,

Considering the Character in which I acted, the malicious Introduction of my Name as a Party, is indecent. I think myself justified in declining a Reply to it; but if my Superiors are of Opinion that any Examination is necessary into my Conduct, I shall with Pleasure submit to it.

(Signed) C. Purling.

Agreed, Extract of the above Proceedings be transmitted to the Governor General and Council of Revenue.

True Extracts.
(Signed) C. Burrowes,
Assistant Secretary.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Council of Revenue, Fort William.

Honourable Sir and Gentlemen,

In consequence of your Orders, inclosing the Memorial of the Merchants of Dacca, we summoned the Persons who had signed it, intending to have proceeded on the Business To-morrow; at the same Time addressing the Commercial Chief, requesting he would direct the Attendance of Messrs. Day and Hatch; for which Purpose, we concluded, he had received Orders from his own Board, *agreeably to the latter Paragraph of your Letter*. But the Commercial Chief having replied to us, *that he has not yet received Orders to that Effect*, it is therefore out of his Power to order any of the Covenanted Servants under him to attend an Examination before our Board; we are necessitated to postpone the Enquiry till we can be honoured with your further Commands.

We are, &c.
(Signed) C. W. Boughton Rous,
C. Purling,
J. Hogarth,
J. Shakespear.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Council of Revenue at Fort William.

Honourable Sir and Gentlemen,

On Receipt of your Letter of the 30th ultimo, we informed the Commercial Chief and the Delolls of the Option you were pleased to allow, of the Cause being re-heard before our Board: The Delolls have acquiesced, and we shall proceed upon re-hearing the Cause; but in the mean Time, we beg Leave to lay before you Extract of our Proceedings, Two of the Members having expressed some Doubts relative to the intended Extent of your Orders.

We are, with Respect,
(Signed) C. W. Boughton Rous,
C. Purling,
J. Hogarth,
J. Shakespear.

Dacca,
12th August 1776.

EXTRACT

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EXTRACT of the Proceedings of the 5th August 1776.

Read the following Letter from the Governor General and Council of Revenue.

To Mr. Charles W. Boughton Rous, Chief, and Provincial Council of Revenue at Dacca.

Gentlemen,

If it be the Desire of both Parties, that the Cause of the Dacca Weavers be re-heard, we direct you to re-hear it; and afford both all the Evidence which they may request from your Records.

As Mr. Hurst, in his Letter to the Board of Trade, has communicated to us, that the Gentlemen who sit in Judgment in their Cause have declared, that, under the Circumstances and Jealousies expressed by the Litigants, they are determined to beg Permission, in case the Cause comes before the Provincial Court of Appeals, to absent themselves during the Hearing; we approve of their Motives, and authorize you to dispense with their Attendance.

We are, &c.

Fort William, the 30th July 1776.

(Signed) Warren Hastings, J. Clavering, P. Francis.

Examined.

(Signed) J. Baugh, Sub Secretary.

The Board observe, that, from the Circumstances mentioned in the above Letter, it cannot relate to any Suit but that of the Delolls with the Honourable Company; and that the Word "Weavers" is merely an Inaccuracy of Expression, and wrote instead of Delolls.

Agreed, the following Letter of Notice be sent to the Delolls.

To Doneram, Ramjoy, Sham Chunder, Hurry Sing, and Bissonaut, Delolls.

The Honourable Governor General and Council having been pleased to direct, that the Cause depending between the Honourable Company and you, about your Penalty Bond, may be re-heard before the Chief and Provincial Council, in case both Parties shall desire it, this is sent for your Information: At the same Time I am directed to advise you, that in consequence of the Objections you make, in your Letter of the 31st May, to Messrs. Purling and Shakespear, those Gentlemen have declined sitting upon your Appeal.

By Order of the Chief and Provincial Council at Dacca, 5th August 1776.

(Signed) C. Burrows, Assistant Secretary.

Mr. Purling delivers in the following Minute:

Though I cannot allow the Observation of the Delolls, in their Representation of the 31st May, that "I have been actively concerned in the Discussion of their Suit," to have that Interpretation which it appears to convey; and though my sitting upon their Appeal is neither indecent nor improper; I will most readily decline my Seat on this Occasion. But although I have proposed, upon Mr. Hurst's mentioning the affected Prejudices of the Parties, not to sit in Judgment, or give a Vote in their Cause; yet I had no Intention of absenting myself during the Hearing, or precluding myself from the Opportunity of throwing such Lights on the Course of the Process. As the Letter is worded, I must now decline being even present; unless, as I apprehend, there is really an Inaccuracy, occasioned by the Terms of Mr. Hurst's Letter; and the Governor General and Council meant to confine their Approbation to my not sitting on, or passing Judgment in, the Cause of the Delolls. If the Governor General and Council intended to limit their Meaning to this, these Doubts will be solved when they come under their Notice. I cannot help, however, observing, that the Precedent is in itself bad, and may be attended with pernicious Consequences. If such Arts are allowed to prevail, and a bare Insinuation is deemed a sufficient Plea for excluding any Member from a Board, how ready will the Means be of garbling a Council, when interested Men shall have any particular Point in View!

5th August 1776.

(Signed) C. Purling.

Mr. Shakespeare begs Leave to record the following Minute. (5th August.)

The same Reasons which operated with me when I declined sitting in Judgment upon the Delolls Suit in the Adawlut, induced me to make the Reply to the Commercial Chief alluded to in the above Letter; though I certainly did not intend thereby to preclude my being present while the Cause was hearing, but only that I would not vote or assist in the Judgment. However, from the above Letter, I must

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I must also decline even an Attendance, unless any subsequent Orders from the Governor General and Council, on the Doubt expressed by Mr. Purling in the foregoing Minute, should declare their Approbation to be confined to my declining to sit in Judgment or vote upon the Occasion.

(Signed) J. Shakespear.

EXTRACTS of the Proceedings of the 12th August 1776.

Read the following Answer from the Delolls, to the Secretary's Letter of the 5th Instant.

Your Slaves, Doneram, and Samsoondar, and Royjee, and Hurry Sing, and Bessinaut, Delolls of Jehangurnagur, lay their following Petition before you: Agreeably to the Great Council of Calcutta we have, on the 7th of August, received a Letter of the 5th of August, through Mr. Burrowes, Secretary, and understand its Contents. We are very glad you, Gentlemen, should do the Business according to the Letter; this Petition we lay at your Feet.

(Signed) Doneram, Deloll,
Hurry Sing, D°.
Samsunder, D°.
Bissonaut, D°.

Dated 1776, 1183. Bengal.
9th August, 28th Shrābun.

Directed to Mr. Rous, Chief, and the Gentlemen of the Council.

True Extracts.
(Signed) C. Burrowes,
Assistant Secretary.

A true Translate.
(Signed) Henry Leake,
Assistant.

EXTRACT of Bengal Revenue Consultations, the 30th July 1776.

Read the following Extract of a Letter from the Board of Trade, received from the Public Department.

Extract of a Letter from the Board of Trade, dated the 19th July 1776.

We have the Honour to inclose you Copy of a Letter to us from our Chief of Dacca, upon the Subject of the Company's Claim on the Delols of that Factory; which, in consequence of our Letter of the 3d October 1775, you ordered to be heard in the Dewanny Court of Adawlut of the Dacca Province; and which, having been there decided in Favour of the Company, the Delols want to carry by Appeal to the Presidency. We request you will give such further Orders in this Case, as the Nature of it shall appear to require.

To William Aldersey, Esquire, President, &c. Members of the Board of Trade.

Gentlemen,

The Chief and Provincial Council having, by Letter, advised me that the Delols have entered an Appeal at the Presidency from the Decree passed in the Dewanny Adawlut of this Province, against them, for the Balance of their Penalty Engagements for 1773-4, it becomes necessary that I lay before you the following Particulars.

The Grounds upon which the Penalty was demanded, and Part Payment enforced, were, that although their Kistbundee, which terminated in December 1773, expresly bound them to the Delivery of Pieces 50,000, yet there only appears to their Credit in the Books to that Time P^s 27.748. which is short of their Kistbundee P^s 22,252, as will clearly be shewn by the accompanying Account.

The Period of the Penalty Bond is One Month later than that of their Kistbundee, and by the Expiration thereof, it is said, they had brought to the Warehouse 17,088 Pieces; but from the Warehouse Servants I understand that those Cloths could not be carried to their Credit, because the Delols refused to abide by the customary Mode of prizing the Cloths *corah*, but insisted upon their being first washed and dressed; this was not compleated till the Month of April following, nor consequently does it appear as a Delivery till carried to their Credit in that Month.

From the then Chief's Letter, which appears upon Record, the Calcutta Export Warehousekeeper's Report, which was delivered to your Board, and from the low Letters into which they were assorted, it is evident that the Fabric was base and bad; and I can only conclude that they were received by the then Chief merely to reduce the Balances of the Delols, which would have been enormous had every Piece of Cloth below the Third Letter been rejected; for no other Consideration could have operated to induce him to receive Assortments which the Company did not want, even so low as the 5th Letter.

It may be said, that the Penalty Engagements of the Delols did not bind them to deliver equal Goods to the Warehouse Muster, but simply such a Number of Pieces within a specified Period; of course, that the Penalty cannot be claimed upon a Plea of the bad Quality of their Cloths, but merely on the Deficiency in Point of Number which were delivered to the End of January; and the Delols, I understand, urge their Rights to an Exemption from their Penalty, upon the Plea of not having had Advances made to them in a regular Manner. However, all these Particulars will of course be brought

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brought forward in the Appeal, and the Company's Claim be established or rejected upon these Grounds.

The Decree of the Adawlut from which the Delolls appeal, does not involve these Facts; for the Delolls having refused to answer the Company's Demand in a Body, the Superintendant's Decision goes simply to the Fact, and no further, that they fell short in their Deliveries of the contracted Quantity of 50,000 Pieces.

I beg Leave further to remark, that the Merits of the Appeal can only be determined by the Authentication of the Facts, the Proofs whereof lay on the Spot; and if at this Period, when the Cloths will be daily coming in, the Servants of the Warehouse are necessitated to go to Calcutta to answer to the Appeal, it must be attended with great Inconvenience and Detriment to the Company's Business at this Factory, not to mention the great Trouble and Expence it will bring upon Individuals. I have heard that the Delolls have carried their Appeal to the Presidency, instead of preferring it, through the regular Channel, to the Provincial Council of Revenue, to whom all Appeals lay from the Decision of the Adawlut, on the Plea of Objection to Two of the Members sitting in Judgment in their Cause, one being a Party in the Suit they have commenced, and the other having passed the Decree. Yet, not to afford the Delolls a Handle to throw the Business of the Investment into Confusion, which must be the Case if the Warehouse Servants are called away to defend the Appeal in Calcutta, I must recommend, that the Appeal, as is usual, may be heard by the Provincial Council; and the more especially as both those Gentlemen, to whom I have mentioned the Exceptions of the Delolls, have declared to me, that, under the Circumstances and Jealousies expressed by the Litigants, they are determined to beg Permission, in case this Cause comes before the Provincial Court of Appeals, to absent themselves during the Hearing; and as there yet remains sufficient Members to form a Court, I make no doubt but it would be granted.

When you consider, Gentlemen, the Detriment which must unavoidably accrue to the Company from the Absence of the Servants at this Crisis from their Duty, I doubt not but that you will concur with me in Opinion, that the Delolls have no Room for Objections, as an Appeal will still lay to the Superior Court of Adawlut, in case they should be inclined to prosecute the Affair further, after the Decision of the Provincial Council.

I am, &c.
(Signed) G. Hurst.

Dacca,
July 5th 1776.

A true Copy.
(Signed) Cha' Grant, Secretary.

The Delolls agreed with the Chief and Council of Dacca in 1773, to deliver 50,000 Pieces by Kistbundee, to the Close of Poose, or December 1774; viz. 30,000 P^s of Ready Money Cloths, and 20,000 P^s of Putton Cloths.

ABSTRACT of the Factory Accounts.

Ready Money Cloths — — — — — — —	30,000	
Appears to their Credit before the Expiration of the Kistbundee — —	17,156	
Short of their Kistbundee in this Article — —		12,844
Putton Cloths.		
I don't find any Kistbundee for these Assortments.		
The Agreement merely was to deliver between the Period of February 13th 1773 and 31st January 1774 — — — — —	20,000	
Appears to their Credit, previous to that Period, only — — —	10,592	
Short in this Article — — — —		9,408
Total Deficiency appearing upon the Factory Books — —		22,252
They are credited, in the Month of April 1774, as follows:		
Ready Money Cloths — — — — — — — —	7,830	
Putton Cloths — — — — — — — —	8,995	
		16,825
Total deficient the 1st May 1774 — — —		5,427

The Delolls engaged to deliver 50,000 P^s of various Assortments, under a Penalty of 50,000 R^s if the Cloths were not delivered at a certain Period. The Goods which appear to have been brought into the Warehouse was only 27,448 P^s. The Residue not having been delivered in Time to be dressed, they consequently could not go to Europe by the Shipping of that Year, which doubtless must have been a great Disappointment and Loss to the Company.

Read also the following Letter from the Board of Trade.

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To the Honourable Warren Hastings, Esquire, Governor General, &c. and Gentlemen of the Council.

Honourable Sir and Gentlemen,

Previous to the Receipt of your Letter dated the 19th Instant, a Copy of the Remonstrance addressed to your Board from certain English Merchants at Dacca, had been presented to us in a Letter from Mr. Cree; and as it contained a direct Charge against Mr. Hurst, the Chief of that Factory, respecting the stamping of all Cloths indiscriminately, to the Detriment of private Trade, and the Continuance of an injurious Monopoly, Copies both of the Remonstrance and Letter were transmitted to that Gentleman. His Answer, which is daily expected, may furnish us with Materials to form a Judgment how far this immediate Charge against him is true; and if true, what Reasons he may have to urge in Vindication of it. We shall then have the Honour to address you again on this Subject, and to propose a Mode of Investigation by the united Endeavours of our respective Departments. In the mean Time we request that you will send Instructions to the Provincial Chief and Council, to defer, for a short Time, entering upon the Business of this Enquiry; in the Prosecution of which, we beg Leave to assure you of the most ready and zealous Efforts on our Part.

We shall, as you have recommended, keep apart all Proceedings in our Department relative to this Matter.

We have issued Orders to the different Factories and Aurungs to prepare and transmit to us, as soon as possible, an Account of outstanding Balances, in a progressive Accumulation for a Series of Years, as you have desired in your Letter of the 19th instant.

We are, &c.

Fort William, (Signed) W. Aldersey,
July 26th 1776. Rob^t Palk,
William Barton,
Nath^l Bateman,
H. Cottrell,
E. Stephenson.

Agreed, That we write to the Board of Trade as follows:

To William Aldersey, Esquire, President, &c. Members of the Board of Trade, Fort William.

Gentlemen,

We request you will be pleased to send us Copies of Mr. Barwell's Letters, in the Year 1774, which mention the Receipt of the Money specified in the Petition of Appeal from the Dacca Weavers to have been paid to Mr. Shakespear; as likewise an Extract, from your Ledger and Treasury Accounts, of the Entries made of those Sums at those Periods.

We have received your Letters of the 19th and 26th Instant on this Subject.

We are, &c.

Fort William,
the 30th July 1776.

Agreed, That we write the following Letter to the Provincial Council of Dacca.

To Mr. Cha^s W^m Boughton Rous, Chief, &c. Provincial Council of Revenue at Dacca.

Gentlemen,

If it be the Desire of both Parties, that the Cause of the Dacca Weavers be re-heard, we direct you to re-hear it, and afford both all the Evidence which they may require from your Records.

As Mr. Hurst, in his Letter to the Board of Trade, has communicated to us, that the Gentlemen who sit in Judgment in their Cause have declared, that, under the Circumstances and Jealousies expressed by the Litigants, they are determined to beg Permission, in case the Cause comes before the Provincial Court of Appeals, to absent themselves during the Hearing, we approve of their Motives, and authorize you to dispense with their Attendance.

We are, &c.

Fort William,
the 30th July 1776.

EXTRACT of Bengal Revenue Consultations, the 24th September 1776.

Letter from the Secretary to the Members of the Board.

Honourable Sir and Gentlemen,

Mr. Barwell having requested, that all the Papers which have been received regarding the Petition of the Dacca Delolls, and of the Merchants at Dacca, may be transmitted Numbers in the Packet, I request

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I request to be honoured with your Commands, to comply with this Request, as they are not recorded.

I am, &c.

Revenue Office,
18th September 1776.

(Signed) Richard Sumner,
Secretary.

Governor General,
I have no Objection.
(Signed) W. Hastings.

General Clavering,
I have no Objection to the Papers being transmitted a Number in the Packet, although it seems irregular to transmit Papers which have not been read and recorded, as no Opinion can be given upon them to the Court of Directors; it should however be mentioned in a Postscript, that these Papers have not been recorded, and that they are sent at the particular Request of Mr. Barwell.
(Signed) J. Clavering.

Mr. Francis,
My only Objection is, to the detaining the Packet for the copying such voluminous Papers
(Signed) P. Francis.
18th September 1776.

Mr. Barwell,
The Delolls Appeal, which has apparently introduced Matter before the Board totally foreign to the Merits on which it must be decided, if passed over without a Comment, would possibly subject my Character to Misconstruction. I know not how incited, or with what View, a Prosecution, commenced in the Supreme Court of Judicature, is with such Address translated from that Court, before a Set of Gentlemen distinguished, as a decided Majority, in a decided Opposition to the Governor General and myself; or upon what Principles such a Paper as a Bill pending in Chancery has been received and placed on our Records; however, as it is introduced, I think it necessary to remark upon it, that I have answered to every Particular of it on Oath; that my Answer has been filed about Eighteen Months, and that, during this long Period, no Attempt has been made to controvert, refute, or even to reply to it.

Mr. Barwell requests, that this Paper be a Number in the Packet, and the Substance formed a Paragraph in the General Letter.

Governor General,
I agree to the Proposition.
(Signed) Warren Hastings.

General Clavering,
The Governor General and Mr Barwell's Opinion being once given to any Paper, constitutes it immediately an Act of Government, during the fatal Indisposition of Colonel Monson. The Paper now before me, would have been admitted by me without any Observation, as many others have been, if Mr. Barwell had refrained using the indecent, uncandid, and unjust Insinuations and Reflections, with which a Paragraph in his Minute is filled. I beg Leave to quote it: "I know not how incited, or with what View, a Prosecution, commenced in the Supreme Court of Judicature, is with such Address translated from that Court, before a Set of Gentlemen, distinguished as a decided Majority in a decided Opposition to the Governor General and myself."

The Meaning of the above Paragraph, if I understand it right, is, that Colonel Monson, Mr. Francis, and myself, have incited the Delolls to appeal from a Prosecution commenced in the Supreme Court of Judicature, to the Governor General and Council, where the Cause would be decided by Partiality and Injustice. In order that the Court of Directors may judge of the Degree of Credit which such unwarrantable Insinuations deserve, I will, to the best of my Memory, state such Facts as have come to my Knowledge in this Business to them, and leave them to draw their own Conclusions.—A little while after our Arrival in Bengal, the Delolls, like many other People, believing that the new Government, aided by an English Court of Judicature, had been sent to India to relieve them from the Oppressions with which they had been afflicted, filed a Bill in Chancery against Mr. Barwell, for forcibly taking Money from them, by Confinement and other Severities. In order to shew that the Money had not been taken from them on account of the Company, they referred to Mr. Barwell's Correspondence in the Months of May, June, or July 1774, as well as to the Entries in the Treasury and Cash Accounts at that Period, for the Establishment of the Facts, whether, as the Money in question had been paid by them, in one of the abovementioned Months, any Entries appeared to be made in the Company's Books for the Receipt of it. While this Suit was pending in the Supreme Court of Judicature, the Board of Trade gave Orders for prosecuting the Delolls in the Dewanny Court at Dacca, for the Balance of a Penalty Bond, for not having compleated their Engagements with the Company, the Sum previously received by Mr. Barwell being admitted to be received on account of the Company, in Part of this same Penalty Bond. The Delolls being called upon to give their Answer, objected to acknowledge the Jurisdiction of that Court, because the Money now admitted to have been received by Mr. Barwell, on account of the Company, formed the Ground of their Complaints, as set forth in their Bill in Chancery: And this their Objection appeared so reasonable to the Provincial Council of Dacca, that they hesitated to proceed in the Cause, and wrote to the Governor General and Council, for their further Orders upon it.

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Not having now before me the Papers on which the Governor General and Council decided, that the Dewannee Adawlet should proceed in the Suit, I am at a Loss to account for the Motives for giving this Order; but from what I know of the Affair at present, I think we acted wrong in giving it, as the same Facts would be trying in two different Courts at the same Time. Notwithstanding, however, our Orders, the Delolls still persisted in not making any Defence in the Dewannee Adawlet at Dacca, and Mr. Purling being the superintending Member of that Court, decreed, that the Sums received by Mr. Barwell of the Delolls, had been taken on account of the Penalty Bond of 50,000 Rupees, and that the Balance to make up that Amount was still due from the Delolls. They were accordingly confined for the Sum which constituted the Difference between the Penalty Bond and the Money received by Mr. Barwell. In this Situation, they wrote to the Governor General and Council, to desire that they might appeal from Mr. Purling's Decree to them; to which we replied, that on their giving Security for the Payment of the Sum for which they were confined, their Appeal would be admitted. They immediately complied with this Condition (giving Security) and the Appeal was sent up; but it was no sooner before us, than we perceived the great Inconveniencies which must arise by the Attendance of so many Persons, whom it might be necessary to examine; and moreover, being desirous that the Cause should be heard in the most unbiassed Manner, on the fullest Examination of Witnesses on both Sides, we directed that it should be referred back again to Dacca, to be heard before the Council at large, exclusively of Mr. Purling and Mr. Shakespear, because the first of these Gentlemen had been the superintending Member of the Court of Adawlet, as I before mentioned, when the Cause was first heard, and because the latter is a Party in the Suit in Chancery, instituted by the Delolls against Mr. Barwell. And it was further ordered, that if either Party should not be satisfied with the Decree which might be given at Dacca, they were at Liberty to appeal to the Governor General and Council, transmitting every Document which had appeared in the Cause. I am an entire Stranger whether these Proceedings have commenced or not.

I believe the above Statement of Facts to be exact, both in the order in which they have happened, and in the Truth of them: However, as I write entirely from Memory, and without a single official Paper before me, it is not impossible but I may have committed some immaterial Errors; and with this Reserve, I submit it to the Court of Directors, who will have all the Materials before them, to determine how far they refute the Insinuations conveyed in the Paragraph of Mr. Barwell's Minute, which I have quoted; and how far the Paragraph in the General Letter, which is to be formed from such Materials as Mr. Barwell's Minutes, can be considered in any other Light than as a slanderous Libel; against which I protest.

(Signed) J. Clavering,
19th September 1776.

Mr. Francis,

I declare, in the most solemn Manner, that I never heard of the Complaint of the Delolls against Mr. Barwell, until it appeared at the Board. Whenever I am directly charged with inciting the Transfer mentioned by Mr. Barwell, I shall consider what Answer it may be fit for me to make to such a Charge. In the mean Time, I object to the Subject of Mr. Barwell's Minute being formed into a Paragraph for the General Letter, because it implies an Accusation, without naming the Offender; and I am unwilling to set my Name to such an Insinuation. It seems to me sufficient for Mr. Barwell's Purpose, that the Papers should go a Number in the Packet.

(Signed) P. Francis.

Mr. Barwell,

I would not be supposed to charge any one of the Members of the Majority with a Proceeding so exceptionable as that surmised by General Clavering: And I declare upon my Honour, till I have more just Grounds for surmising it, I will not believe that any Man of Honour or Principle would descend to so base an Artifice. It is, however, most certain, that the Papers are not Translations from the Persian or Bengal Languages; and it is likewise certain, that no Oppressions, if I have committed such against any Man, or any Set of Men, can be objected to invalidate the Company's Rights; those are totally independent of my Actions, and must be decided by their own Merits. It is true, I am at a Loss to account for the Translation of a judicial Process against me to the Tribunal of the Governor General and Council, upon the Principle, that the Company can have no Claim upon certain positive Engagements, because the Parties are pleased to sue me for Recoveries in Part made upon them, under Pretext of my Measures being oppressive, illegal, and unjust. I beg the General will acquit me of the Idea that he, or any other Member of the Majority, has incited this extraordinary Transaction; I have no Reason to conjecture it: But while Party Distinctions have so pointedly marked the Acts of our Councils in various Instances, there will always be Villains, whose Resentments, Passions, and Hopes, will excite them to vilify, by every Art in their Power, those they conceive obnoxious to the Government.

Having said thus much, to remove the offensive Idea that has been taken up, I acquiesce in Mr. Francis's Proposals, for these Minutes to be made a Number in the Packet.

(Signed) R. Barwell.

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The following are the several Letters and Papers on the foregoing Subject.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Council of Revenue, Fort William.

Honourable Sir and Sirs,

We have been favoured with your Commands under Date the 3d Instant, advising of the Appeal entered by the Dacca Delolls against a Decree lately passed in the Provincial Adawlet of this Division, for the Balance of their Penalty Bond to the Honourable Company; conformably to which we now enclose, Extract from our Consultations of this Day, containing the Result of the Questions you have been pleased to propose. A complete Copy of the Proceedings of the Provincial Court, in the foregoing Cause, and of our Consultations, of different Dates, as far as relates to this Point, likewise attend you.

We are, &c.
(Signed) C. W. B. Rous,
C. Purling,
J. Hogarth,
J. Shakespear.

Dacca,
J 11th 1776.

EXTRACT of the Proceedings of the 24th August 1775.

Read the following Letter and Enclosure from the Commercial Chief.

To C. W. B. Rous, Esquire, Chief, &c. Provincial Council of Revenue, at Dacca.

Gentlemen,

Enclosed is an Account of a Balance due from the Delolls for their Penalty Engagement. I have called upon them for the Payment thereof; but as they deny the Debt, I forward you the Account, the Council of Commerce having directed me to apply to you for the Recovery thereof, in case of their Refusal.

Although the Delolls are not credited for the Sum of 39,121. 15. 6. in the Treasury Account, yet it appears, by a Transfer in the Journal, that the said Amount was forwarded to Bauzeet Pore Aurung, and their Penalty Engagement credited for the same.

I am, &c.
(Signed) Nich

Dacca,
August 23d 1775.

Dacca, May 1774: Fol. 9.

Delolls Penalty Engagements of 1773.

D to Profit and Loss, — — — — Current Rupees 54,000

The Amount of their Forfeiture for Breach of Contract for last Year, and due from the following Delolls and Picars, viz.

Dunneram and Woodechund,	Delolls
Samsunder —	Deloll
Royjee and Mohun —	Delolls
Hargorind and Woodachund	Delolls
Woodachund —	Deloll
and Bissenaut —	Picar
Nurhany —	Picar
Anundeloll —	Deloll
and Nuchuny —	Picar
Hurry Sing —	Picar
Monick —	Picar
Rottenjoy and Uttam	Picars
Radachurn —	Picar
Nundkissore and Ramgemeze	Picars
Mahmud Rajah and Coteboolah	Picars
Loll Chund and Pencoo	Picars
Sobanny —	Picar
Juggut — —	Picar
Letaram and Gonysam —	Picars

Arcot Rupees	50,000
Batta at 8 per Cent.	4,000
Current Rupees	54,000

Dacca,

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Dacca, October 1774: Fol. 28.

Badgetpore Aurung D^r to Delolls Penalty Engagements of 1773 — Current Rupees		39,121 15 6
Received from the Delolls account their Penalty, and remitted to that Aurung for the Provision of Cloths — — A^t Rupees	36,224 — —	
Batta, 8 per Cent.	2,897 15 6	
Current Rupees		39,121 15 6

Agreed we reply as follows:

To Nicholas Grueber, Esquire, Commercial Chief at Dacca.

Sir,

We have received your Favour of the 23d, and have directed our Naib Dewan to call on the Delolls and Picars for the Payment of the Balance. However, as we apprehend, from your Letter, that they will dispute the Demand, we request you will send the necessary Vouchers, accompanied by such Persons as may be qualified to explain them and establish the Claim.

At the same Time we beg Leave to mention, that our Dewan informs us that no Person has attended on the Part of the Factory to enable him to examine the Accounts of the Delolls you formerly referred to us.

Dacca, August 24th 1776.

We are, Sir, &c.
(Signed) C. W. B. Rous, &c.

EXTRACT of the Proceedings of the 28th August 1775.

Read the following Letter and Enclosure from the Commercial Chief.

To C. W. B. Rous, Esquire, Chief, &c. Provincial Council of Revenue at Dacca.

Gentlemen,

I have received your Letters, dated the 21st and 24th Instant. If you will be pleased to fix a Time for the Examination of the Accounts of the Delolls Balances first referred to you, I will give Orders to my Naib Dewan to attend.

Enclosed is Copy of the Penalty Engagement upon which I imagine my Predecessor founded the Claim.

Dacca, August 28th 1775.

I am, Gentlemen, &c.
(Signed) Nich^s Grueber.

We the undermentioned Delolls and Picars, do hereby agree with Nicholas Grueber, Esquire, Chief and Council of Dacca, to supply the Honourable Company with Fifty thousand Pieces of Dacca Cloths, the ensuing Year, commencing the first Day of February 1773, and ending the 31st Day of January 1774; and in Default thereof we do hereby bind ourselves in the penal Sum of Fifty thousand Arcot Rupees. In Witness whereof we have hereunto set our Hands and Seals in Dacca aforesaid, the 13th of February.

(A true Copy.)

Names of the several Persons who have signed the above-written Agreement.

Dunneram	Nunkissore
Samsunder	Ramgunga
Hurry Sing	Mahmud Reza
Nuchurty	Cutaboolah
Monick	Loll Chund
Ruttonjoy and Uttam	Peemoo Mutard.
Bacoo and Radachund	

The Chief is requested to fix with Mr. Grueber, a proper Time for the Examination of the Accounts.

EXTRACT of the Proceedings, the 21st September 1775.

Read the following Answer from the Delolls to the Claim preferred against them by the Commercial Chief.

The

The ARZEE of Bisshen Naut, Hurkissen, Duneram, Samsunder, and Royjee, Delolls of Dacca.

Since the Establishment of the Company's Factory at Dacca, Advances were made to us for Cloths, and we transacted the Business of the Investment. In the Year 1180, Mr. Barwell arrived at Dacca, Chief; and in the Month of Aughun, sent for and made Advances to us for the Company; out of which Money he forcibly took, through the Means of Chytum Bysaack, his Dewan, the Sum of 8,000 Cootee Chellim, A. Rs. After this, in the Month of Chait, of the above Year, the aforesaid Gentleman stationed Peons over us, sent for us to the Factory, and without Cause confined us in the Stocks. After releasing us from the Stocks, he put us in the Guard, under Charge of Sepoys, and would not permit us to have any Victuals. Two or three Days after, about Mid-day, he ordered us to have some Victuals; on which 6 Sepoys conducted us to the River Side; and having let us eat, again confined us in the Guard. Peons were sent to our Houses, and stationed at the Front and Back Doors of them. In this Manner we were kept confined in the Sepoy Guard for the Space of 6 Days. After this, Ramrutton Tagore, the Chief's Banyan, sent for us to his own House, took a Teep or Bond from us in the Name of Mr. Shakespear, and released us from Confinement. Thus become helpless, we borrowed from Achelsing Subbadar 36,224 Cootee Chellim A. Rs and gave Zomarain Gosaul, Mr. Shakespear's Banyan, an Order for the same. Gosaul aforesaid received the Money. Monick and Ruttunjoy Delolls were confined for Rs 3,776, the Balance of the 40,000 Rs and the Teep for 40,000 Rs was delivered up. After this Mr. Barwell went to Calcutta, and we in the Month of Saurin, of the above Year, set off for the same Place, to complain of this Oppression. On Intelligence of this, Mr. Day sent Sepoys to bring us back, but they did not overtake us on the Road, and we arrived at Calcutta; on News of this, Mr. Barwell sent a Sutabundar, called us and confined us at his own House. After this, on his returning to Dacca he stationed 3 Peons over us, and brought us with him. On his Arrival there the Peons were taken off, and the Charge of sending Sepoys to bring us back exacted from us. After this, hearing that Gentlemen from Europe were arrived at Calcutta, we went in the Month of Poos to Calcutta, gave a Petition into the Hands of an European Attorney, and complained to the Court of Justice. To this Day the Matter is unsettled. Now the Gentlemen demand a Penalty from us; we have delivered what Cloth we received Advances for in the Year 1180. The Gentlemen in the Course of Business took yearly a Mochulka or Agreement from us; and in case there turned out any Balance, that and the old one were exacted with Lenity, but we never paid the Penalty specified on the Mochulka. You, Sir, are Master, order as you please.

Signed { Bisshen Naut, Hurkissen, Samsunder, Royjee, Dunneram } Delolls.

Upon this Subject Mr. Shakespear delivers in the following Minute.

Mr. Shakespear's Minute.

As the Delolls, in their Reply now before the Board, have thrown out an Accusation against me, I think it incumbent on me to clear myself from the Charge, by recording upon the Proceedings, Copy of the Instructions I have given my Attorney for drawing out my Answer, to be delivered upon Oath, to the Suit they have instituted in the Supreme Court of Judicature, in which I am made a Party: And I hope this will effectually clear me of any interested or improper Conduct in the Affair; the more so, as we find the very Sum they sue for has been duly carried to the Honourable Company's Credit.

" I never used either Force or Threats to the Delolls. One Achulsing applied to me in Behalf of the Delolls, setting forth, That they had lost their Bread by being deprived of the Company's Business: That Mr. Barwell now demanded of them a Penalty of 50,000 Rs upon their Engagements with the Company, and desired I would intercede for them with Mr. Barwell. I at first refused any Interference, telling him, it was wholly out of my Province, being a commercial Matter. But Achulsing being extremely solicitous for me to see them, and hear what they had to say, at his pressing Instance I permitted him to introduce them to me; he accordingly brought the Delolls to my Apartments. They immediately set out with telling me of Mr. Barwell's Demand; that they could not, nor would not, pay the Penalty to the Company for Breach of their Engagements; that they never had paid such Penalty; that if Mr. Barwell would release them, and give up their Penalty Bond, they would make him a Compliment of 20,000 Rs, and me of 5,000 Rs for my own Use; the latter I positively declined; but told them I would represent to Mr. Barwell what they had set forth. I did so; but Mr. Barwell rejected their Proposals; and told me to inform them, that he never would assent to their being employed; but they should pay the Penalty to the Company. This was communicated to them through Achulsing. They, some Days after, renewed their Application through the same Channel; and, increasing in their Offer, agreed to pay to Mr. Barwell 40,000 Rs, but still as a Present to him; for they said, should the Company ever employ them again, it would be a hurtful Precedent, should the Money be paid as a Penalty. Mr. Barwell then directed me to secure as much Money as they were willing to pay; and I directed my Banyan, Joynarain Gosaul, to the same Effect. He accordingly received from them, at one Time 20,000, and at another, 16,224 Rs: I cannot ascertain the exact Days, as I was merely

" the

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"the Channel of Receipt, and my Banyan Joynarain Gosaul paid the whole Amount of 36,224 R'
"to Mr. Barwell.

"I never made any Terms for Mr. Barwell, Ramrutten, and myself, as set forth. I never told "them they would be tied up, and severally flogged; this did not come within my Orders from "Mr. Barwell. I told them, that Mr. Barwell would not release them till they had complied with "the Demands.

"No Application was made to me for Re-payment of the Money; I did not apply to them; the "Application proceeded from them to me through Achulsing.

"I never received any Share, Benefit, or Emolument from the Money, nor ever intended to re-"ceive any.

"(Signed) J. S."

As it appears from the Papers above recorded, that the Matter in Dispute has for some Time been under Litigation in the Supreme Court of Judicature; the Issue of which must determine how far the Delolls have incurred the Penalty of their Engagements with the Honourable Company; it is the Opinion of the Board, that the Claim now made for the Remainder of the Penalty should, for the present, continue in Suspence; and that we should inform Mr. Grueber accordingly.

Agreed, we write him the following Letter:

To Nicholas Grueber, Esquire, Commercial Chief at Dacca.

Sir,

Having called upon the Delolls for the Remainder of their Penalty Bond, agreeably to your Letter of the 28th ult°, they alledge, in Reply, that they have some Time since instituted a Suit in the Supreme Court of Judicature, for the Recovery of the Amount, which appears by the Extract sent us from the Factory Journal, of Current Rupees 39,121. 15. 6. to have been carried to their Credit; and as the Issue of the Process in the Suit there depending, must determine how far they have incurred the Penalty of their Obligation to the Honourable Company, we are of Opinion that we should, for the present, suspend any further Proceedings upon the Claim for the Remainder.

We are, &c.

Dacca, (Signed) C. W. B. Rous, &c. &c.
Sept. 21st 1775.

Ordered, The Secretary transmit Mr. Barwell, for his Information, a Copy of the Answer given in by the Delolls.

EXTRACT of the Proceedings of the 25th September 1775.

Read the following Letter from Mr. Grueber, the Commercial Chief.

To C. W. B. Rous, Esquire, Chief, &c. Provincial Council of Revenue at Dacca.

Gentlemen,

I send you the original Agreement with the Delolls, in case you should require it, to enforce the Payment of the Balance said to be due on that Account.

I am, Gentlemen, &c.

Dacca, (Signed.) Nich' Grueber.
Sept. 25th 1775.

Upon comparing with the Original, enclosed in the above Letter, the Copy of the Engagements entered into with the Delolls, recorded upon our Proceedings of the 28th August, it is found exactly to correspond, as far as can be ascertained from it, in its present mutilated State, having been considerably damaged by the white Ants. The Obligation is drawn up in the English, Persian, and Bengal Languages; and at the Bottom, underneath the Bengal Part, the Board observe the following Words to have been written.

"A Memorandum, Two Payments."

Agreed, it be returned to Mr. Grueber, with the following Address:

To Nicholas Grueber, Esquire, Commercial Chief at Dacca.

Sir,

We have received your Favour of this Day, enclosing the Engagements entered into by the Delolls, and have compared it with the English Copy you before transmitted to us, which we find to correspond with the Original. As we think it will remain with most Propriety in the Hands of the Chief of the Factory, we now return it you enclosed.

We are, &c.

Dacca, (Signed) C. W. B. Rous, &c.
Sept. 25th 1775.

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EXTRACT of the Proceedings of the 9th October 1775.

Read the following Letter from the Honourable Governor General and Council, in their Public Department.

To C. W. B. Rous, Esquire, Chief, &c. Council at Dacca.

Gentlemen,

The Board of Trade have imparted to us your Reply to their Chief at Dacca, on his applying to you for Assistance in the Recovery of a Penalty from the Delolls at that Place, which became forfeited on the Non-performance of the Engagements they had entered into with the Company in 1773. As it is our Opinion that these People are amenable only to the Jurisdiction of the Dewanny Court of Adawlet, we direct that you immediately cause the Claim to be received and tried in that Court; and if any Thing shall appear to be legally due from the Delolls, you will enforce the Decree of the Court, as Justice and the Custom of the Place shall authorize, and transmit us their Proceedings as soon as closed.

We are, &c.

Fort William, (Signed) Warren Hastings, &c.
Oct. 5th 1775.

Agreed, we write the following Letter to the Commercial Chief.

To Nicholas Grueber, Esquire, Commercial Chief at Dacca.

Sir,

The Honourable Governor General and Council having, upon an Application from the Board of Trade, been pleased to direct the Claim preferred to us by you, for the Penalty of the Engagement subsisting between the Company and the Delolls, shall be received and tried in the Dewanny Court of Adawlet; we request you will appoint a proper Agent to enter the Suit, and attend the Court for prosecuting the same.

Dacca, We are, Sir, &c.
October 9th 1775. (Signed) C. W. B. Rous, &c.

Agreed, we reply as follows:

To the Honourable Warren Hastings, Governor General, &c. Council, Fort William.

Honourable Sir and Gentlemen,

We have received your Commands of the 5th Instant; and have applied to the Commercial Chief, to enter his Suit against the Delolls, in the Court of Dewanny Adawlet.

Dacca, We are, &c.
October 9th 1775. (Signed) C. W. B. Rous, &c.

EXTRACT of the Proceedings of the 16th October 1775.

Read the following Letter from the Commercial Chief.

To C. W. B. Rous, Esquire, Chief, &c. Provincial Council of Revenue at Dacca.

Gentlemen,

I have received your Letter of the 9th Instant, and now send the Dewan to enter the Suit, and attend the Court, in the Prosecution against the Delolls for their Penalty Engagements.

I am, Gentlemen, &c.
(Signed) Nich^{s} Grueber.

Ordered it be referred to the Superintendant of the Adawlet.

EXTRACT of the Proceedings 30th October 1775.

The Superintendant informs the Board, that, notwithstanding he has had Orders these Fourteen Days, to proceed upon the Suit of the Honourable Company against the Delolls of Dacca, no one has yet appeared at the Adawlet on the Part of the Honourable Company, to enter the Complaint against the Delolls.

Agreed, we write the Commercial Chief as follows:

To

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To Nicholas Grueber, Esquire, Commercial Chief at Dacca.

Sir,

As the Superintendant of the Adawlet has reported to the Board, that no Person has yet appeared at the Adawlet, on the Part of the Company, to enter the Complaint against the Delolls, and he has therefore not been able to proceed upon the Honourable Company's Claim; we request you will depute a proper Person to attend, whilst the Court is sitting, at such Days as the Superintendant may appoint.

Dacca, October 30th 1775. We are, Sir, &c. (Signed) C. W. B. Rous, &c.

EXTRACT of the Proceedings, 2d November 1775.

Read the following Letter from the Commercial Chief.

To C. W. B. Rous, Esquire, Chief, &c. Provincial Council of Revenue at Dacca.

Gentlemen,

I am now favoured with your Letter of the 30th ult°. The Prosecutor and Evidences attended the Superintendant last Saturday, Yesterday, and are gone To-day.

Dacca, November 1st 1775. I am, Gentlemen, &c. (Signed) Nich^s Grueber.

The Superintendant begs Leave to inform the Board, that Yesterday he asked Dyachund, the Company's Dewan at the Adawlet, whether he had any Orders from the Commercial Chief, to enter a Complaint against the Delolls; when Dyachund told him, he had no such Directions.

Agreed, we write Mr. Grueber as follows:

To Nicholas Grueber, Esquire, Commercial Chief at Dacca.

Sir,

We have received your Letter of the 1st Instant; and beg Leave to inform you, that your Dewan at the Cutcherry, Yesterday, told the Superintendant of the Adawlet, that he had no Orders from you to enter a Suit against the Delolls; we therefore apprize you, that the Cause cannot be agitated, unless you give him Directions to this Effect.

Dacca, November 2d 1775. We are, Sir, &c. (Signed) C. W. B. Rous, &c.

EXTRACT of the Proceedings the 1st April 1776.

Read the following Letter from the acting Commercial Chief.

To C. W. B. Rous, Esquire, Chief, and Provincial Council at Dacca.

Gentlemen,

As I perceive the Suit in Behalf of the Company against the Delolls, for the Amount remaining undischarged of their Penalty Bond, is still depending in the Court of Adawlet, I request to be informed, what has been done in this Cause; and beg that Measures may be taken to bring it to a Decision as soon as possible.

Dacca, March 30th 1776. I am, Gentlemen, &c. Tho^s Legh, Acting Chief.

Agreed, we reply as follows:

To Thomas Legh, Esquire, Acting Chief at Dacca.

Sir,

We have received your Favour of the 30th ult°, and have requested the Superintendant of Adawlet will bring the Company's Cause, against the Delolls, to a speedy Conclusion.

Dacca, April 1st 1776. We are, Sir, &c. (Signed) C. W. B. Rous, &c.

EXTRACT of the Proceedings, the 15th April 1776.

Read the following Petition of Bisshennaut, &c. Delolls of Dacca.

The

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The ARZEE of Bisshennaut, Royjee, Hurry Kissen, Dhunneram, and Shamsunder, Delolls of Dacca.

Mr. Nicholas Grueber, in the Month of Kautick, complained against your Petitioners in the Cutcherry, for Money on account of a Penal Bond, and stationed Peons over us; to which we wrote our Answer. In the Month of Aughun, before the above Time, the Council put us under the Charge of Peons, on Account of a Penal Bond to the Company; when we wrote, and gave in our Answer; notwithstanding which the Peons were not removed, and we are suffering unjustly: We therefore pray, that the Peons may be taken off, and that for the above Matter the Complaint may be made against us at Calcutta, when we will answer to it.

(Signed) Hurrykissen, Royjee, Bisshennaut, Shamsunder, Dhunneram, Delolls.

A true Translation.
(Signed) William Cator,
Persian Translator.

The Superintendant reports, That a Decree is passed, and delivers in a Copy of the Proceedings.

EXTRACT of the Proceedings of the Provincial Sudder Dewannee Adawlet, at Dacca, November 4th 1775.

Mr. Grueber, on the Part of the Honourable Company at Dacca, versus Dunniaram, Oodichund, &c. Delolls and Pikars at Dacca.

Complaint by Diachund, Dewan of the Factory,

That the Delolls entered into an Engagement with the Honourable Company, for Arcot Rupees 50,000, or C. R^s. 54,000, that they would deliver the Whole of their Cloths in a certain Time; but failing in the Engagements, they have paid Curr^t. Rup^s. 39,121. 15. 6. and refuse to pay the Remainder C. R^s. 14,878. 0. 6.

Ordered that they be summoned.

November the 15th 1775.

Answer. That the Defendants acknowledge having given the Mochulka for 50,000 Rupees; that they have given one every Year; but it never was exacted from them.

Rejoinder by Plaintiff, That in Mr. Barwell's Time, C. R^s. 39,121. 15. 6. was collected, and he demands the Balance. The Defendants declare, that this Suit is before the Supreme Court in Calcutta, where they have complained.

November 21st 1775.

The Dewan of the Factory, Diachund, attending, the Defendants being asked, If the Honourable Company had complained against them in the Supreme Court, for their Failure in the Obligation given for 50,000 Rupees? they answer, No; that the Company have not prosecuted them on any Account.

The Plaintiff producing the Penalty Bond in English, Persian, and Bengalese, it appears to be as follows, according to the Persian, Bengalese and English being much defaced: "We Dunniaram, Oadichurn, Nurhurry, Samsunder, Royjee Mohun, Hurry Sing, Hurgovind, Oadichurn, Bissonaut, &c. Delolls and Pykars in Nowabpore and Islampore, &c. have to deliver to the Honourable Company 50,000 Pieces of Cloth, according to Particulars below mentioned: We therefore agree, that from the Month of February 1773, to the End of January 1774, we deliver the Whole of the Cloths to the Company; in Default of which, we will pay to the Company 50,000 R^s. The English Date whereof is 13th February 1773.

Particulars advanced for 20,000 Pieces ready Money Cloths — — 30,000 Rupees.

The Dewan being asked, What ready Money Cloths mean?

Answer. That Advances are made also for them.

The Delolls being asked, Whether they delivered 50,000 Pieces of Cloths, according to the Terms of their Engagements with the Company? declare, They will not answer this Question in a Body.

The Plaintiff names the following Evidences to prove that the Defendants failed in their Penalty Bond, Kissen Chund Sewarree and Mahattal Sing, and declares the Company's Accounts will shew, that the Cloths are not delivered in full to this Day.

Ordered, that they be summoned.

November 22d 1775.

The Dewan of the Factory, Diachund, attending on the Part of the Plaintiff,

The Delolls delivered in a Paper to the following Effect:

Mr. Nicholas Grueber, on the Part of the Company, has complained in the Adawlet of Jehunguirnagur, that we have paid Part of the Penalty Bond, and refused to pay the rest. We never paid any Part to Mr. Grueber. Mr. Barwell confining and disgracing us, took some Money from us, for which

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which we are now complaining in the Calcutta Court, and it is now in Dispute: And they further represent, that there are many Delolls, who have delivered more than they have received Advances for, and many who have delivered less.

The Dewan, Diachund, is asked, Whether he has any Proof that the Delolls have paid Part of the Penalty Bond to Mr. Grueber or Mr. Barwell? answers, That Mr. Barwell received the Money he has declared to be paid by the Delolls; and he can produce the Company's Books, wherein the Sums are brought to account, on Account of Mochulta or Penalty Bond. Being further asked, If the Delolls ever paid any Money, according to the Company's Accounts, for the Failure of their Engagements? he says, He cannot tell; but will examine the Accounts, and enquire of the Factory Servants.

The Dewan produces as an Evidence, Mahatab Sing, Mohun; who, being sworn, is examined as follows:

Question. What is your Employment under the Company?

Answer. I keep the Delolls Accounts with the Company.

Question. Are the Delolls indebted to the Company any Balance?

Answer. They do owe the Company a Balance.

Question. On what Account?

Answer. On Account of Advances for Cloths, and on Account of their Penalty Bond.

Question. Did the Balance on account of the Advances of Cloths accrue from that Sum which was advanced to them, on account of which a Penalty was given in February 1773, or has it arisen since?

Answer. It is the Balance of the Year 1773.

Question. Does not any Balance remain of the Years posterior to this?

Answer. They have not been employed.

Question. The Delolls agreed to deliver to the Company 50,000 P^s of Cloths by the End of January 1774; did they compleat this Engagement?

Answer. They delivered in 45,304 P^s; they did not compleat their Engagements; out of the 45,304 P^s there were 731 Pieces sold by the Delolls, by Permission of the Chief.

Question. How many Years have you kept the Delolls Accounts?

Answer. I have kept the Accounts from the Year 1773.

Question. Did the Company ever take the Amount of the Penalty from the Delolls? Or do you know if any such Money is any where brought to account?

Answer. I do not know whether they have; nor have I Access to all the Books.

Question. Did the Dellols receive the Amount Sale of the 731 P^s sold by Permission of the Chief?

Answer. They had Credit given them for it on the Company's Books.

Question by the Dewan, Diachund.

Question. Is not the Sum of C. R^s 39,121. 15. 6. brought to Account in the Company's Books, on account of the Penalty Bound?

Answer. It is brought to Account, on Account of the Bond.

Question. By whose Order did you bring it to Account?

Answer. By Mr. Day's Order.

The Delolls being asked, Whether they have any Questions to put to the Witnesses?

Answer. They have not.

Ordered, they be discharged.

April 1st 1776.

Diachund, Dewan of the Factory, attending.

Kishenchund Tewarree being produced by the Dewan as an Evidence to the 39,121. 15. 6. being brought to Account in the Company's Books, it is proposed to the Defendants to examine him upon his Durrum or Faith. They reply, That it is in the Pleasure of the Court.

Question. From the Time the Company had Engagements with the Delolls, has the Penalty ever been collected from them?

Answer. No; not the Penalty written upon the Engagements; but one Year, when Mr. Kelsall was here, the Delolls signed Mochulkas not to sell Cloths to any but the Company; and upon one of them being found out, he was obliged to pay 25,000 Rupees.

Question. Has Mr. Barwell brought to Account in the Company's Books C. R^s. 39,121. 15. 6. on Account of the Delolls Penalty Engagements?

Answer. Mr. Day has done it.

The Delolls, being asked, If they have any Questions to ask Kissenchund, put the following:

Question. What Gentleman took the Money?

Answer. Mr. Barwell took the Money.

Question. What Gentleman brought it to Account?

Answer. Mr. Day.

Question. Did you ever see the Money?

Answer. I did not; I only saw the Account.

Question. On what Account did Mr. Barwell take the Money?

Answer. I don't know; I only saw the Accounts.

Ordered, that the Defendants do have a Copy of the Proceedings, to deliver in their Answer.

April

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

April the 13th 1776.

The Delolls, Defendants, having had a Translate of the Proceedings in this Cause made out to be delivered to them for their Answer, have refused to give in any Answer; but have delivered a Paper to the following Effect:

We, Bissonaut, Reyjee, Hurrykissen, Dunneram, Samsunder, and other Delolls of Dacca, set forth, That Mr. Nicholas Grueber having made a Complaint against us for Recovery upon our Penalty Bond, an Answer is desired. We have already given our Answer; let it be ordered, that the Adawlet Peons be taken off our Persons; let a Complaint be laid against us in Calcutta; we will give our Answer there. Dated 29th Choit 1182.

(Signed) Dunniram, Hurrykissen, Royjee, Bisshenaut, Samsunder.

The Board being of Opinion, that this Demand of Defendants is at this Time exhibited with a View to retard the Decision, which must be against them jointly and severally, it is decreed, That the Defendants pay the Plaintiff C. R^s. 14,878. 6.

Consultation continued.

Agreed, they be transmitted the Honourable Governor General and Council, with the following Address:

To the Honourable Warren Hastings, Esquire, Governor General, &c. Council, Fort William.

Honourable Sir and Gentlemen,

Conformably to your Orders under Date the 5th October 1775, we have the Honour to transmit the Proceedings of the Dewannee Adawlut of this Division, upon the Honourable Company's Suit against the Delolls, for the Balance of their Penalty Bond.

Dacca, 15th April 1776.

And are with Respect, &c.

(Signed) C. W. Boughton Rous, &c.

APPENDIX, N° 58.

STATE of the Trade in Bengal.

WILLIAM HARWOOD, Esquire, attending according to Order, was asked, Whether he made any Inquiry, in those Parts of Bengal where he was in Employment, concerning the State of Trade in those Provinces previous to the Establishment of the English Power? he said, Very often, and from the most intelligent Natives that he discoursed with.—Being asked, What was that State, compared with the State in which he found it in 1769? he said, He understood that the State of the Trade in 1769 was very much inferior to what it had been in former Times.—Being asked, Whether it was much improved from 1769 to 1780, when he left India? he said, It had recovered itself in some Measure, but in no great Degree.—Being asked, To what Cause he attributes that small Recovery? he said, He don't know any particular Cause.—Being asked, Whether he does not think that the Company's Orders to prevent Monopoly, were amongst the Causes of this Degree of Recovery? he said, It may have had that Effect.—Being asked, Whether there was any great Number of considerable Native Merchants in the Provinces with which he was acquainted, when he left India? he said, There were many.—Being asked, Whether a Native Merchant in our Provinces can trade with Advantage, without the Assistance or Countenance of some English Gentleman? he said, He thinks they would do it with more Advantage, having such Countenance; and he believes they would in general prefer that Method.—Being asked, Whether the internal Commerce is in any Degree carried on in the Articles of Raw Cotton, Salt, Betel Nut, Tobacco, or Grain? he said, He cannot say that it is.—Being asked, Whether, if they are inclined to elude the Company's Prohibition of dealing in those Articles, they may not easily do so by secret Copartnerships with Natives? he said, If they chuse to trust the Natives they may.—Being asked, What are the Staple Articles of Bengal? he said, Salt, Betel Nut, Tobacco, Ophium, Saltpetre, Rosin, and Grain of different Kinds.—Being asked, Whether the Company's Servants, or Europeans in general, who trade in the allowed Articles of Export and Import, trade with Advantages beyond the Natives? he said, The Export and Import Trade is almost intirely carried on by Europeans only; the Natives have in general declined it.—Being asked, Whether the Natives engaged in Commerce, are not very greedy of Gain whenever they see an Opportunity of making it? he said, It is their universal Character.—Being asked, Whether the State of Agriculture has improved or declined, in the Provinces with which he is acquainted, since the Commencement of the English Power? he said, As

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As compared with the former Accounts that he has heard of the State of the Country, less Land is cultivated than before the British Power; but as compared with the particular Time of the Famine, Cultivation is increased.—Being asked, Whether the Shroffs and monied People in those Provinces are increased in Number and Opulence, or diminished? he said, Undoubtedly they have decreased both in Opulence and Number; the Reason is, that Europeans, who participate in a great Degree of the Trade of the Country, do their own Business, and of course do not employ them; and formerly they were more concerned in making Advances for the Collections of the Revenue.—Being asked, If there is any considerable Trade to the Upper Provinces in India, and by whom it is carried on? he said, There is a considerable Trade carried on in White Piece Goods, Salt, and other Articles, and chiefly carried on by Natives; but the greatest Trade is the Imports of the Company.—Being asked, What that Inland Trade is now, as compared with former Times? he said, He believes greatly decreased.—And being asked, If Trade was left free for the Natives, whether he thinks they possess Capitals sufficient to carry it on, without Aid from the Revenues of the Company? he said, Yes, if left free.

APPENDIX, N° 59. A.

EXTRACT of the Proceedings of the President and Council at Fort William in Bengal, in their Revenue Department, the 15th October 1773.

Extract of Letter from the President.

THE Competitions which had begun to take place for the Purchase of Ophium, in the Province of Bahar, induced me to make some Enquiries concerning the State of the Trade, and the Mode of conducting it. I learn, that from the first Introduction of the Culture of Ophium into Bahar, or at least for a long Series of Years, it has always been a Monopoly, and of course, always in the Possession of Power or Influence. This is the Footing on which it now stands.

You are already informed, that Meer Monhur contracted to furnish the Quantity required for the Company's Use, which is 800 Chests.

In effect, he is in Possession of the whole exclusive Trade, in virtue of the Powers granted to him by the Chief and Council at Patna. Besides the Quantity delivered to the Company, the Dutch Factory is allowed 400 Chests Annually, and the French Resident puts in his Claim for 100 more. These may be both considered as Indulgencies, as it is optional in the Gentlemen of the Factory, to permit or disallow them.

Many Individuals also among the English, who either hold Employments in that Province, but do not belong to the Factory, or who reside there on the Footing of mere Adventurers, allured by the Profits of this Trade, have attempted to participate in it; and the Opposition they have met with from the Power of the Contractor, Meer Monhur, has been exclaimed against as a grievous Oppression; every one conceiving himself to be equally entitled to the Benefits of a Trade from which they are not excluded by any authentic Act of Government.

It is with Reluctance that I introduce any Subject, which the Prejudices of the Times may convert to the Injury or Disreputation of the Servants of the Company. I see such a Tendency in that which I now submit to your Consideration. Therefore, to obviate its Effect, it is my Duty in Truth to add, that this Practice is in no wise imputable to the present Members of the Council of Patna. They only tread the Path which has been beaten for them by their Predecessors for a long Course of Years. I have a personal Knowledge of its having existed so long ago as the Year 1761. I believe the Gentlemen who are now in Possession of this Privilege exercise it with the greatest Moderation.

The only Alternatives which occur to me for the Regulation of this Commerce, are the following; viz.

1st. To authorize and declare an exclusive Property in it, on such Conditions as shall be deemed a proper Compensation to the Company for foregoing the Advantages which it might yield them, if possessed by themselves.

2d. To take it into the Hands of Government for the whole Emolument of the Company.

3d. To free it from all Restrictions, and lay it open to all Men indiscriminately.

By the first Plan, the Company would receive an Annual Income, as a Consideration for the Grant, and a cheap Rate for the Provision of the Quantity required for their own Use. It would not be considered by the Ryots as a Hardship, because they have been long accustomed to it, and the Rates are fixed; neither could it be attended with Oppression, if proper Care were taken by the Chief and Council, that the Ryots were not compelled to cultivate the Poppy any longer than when they find their Account in it. I am assured that Perwannahs have been repeatedly issued by the Chief of Patna, strictly forbidding that Practice, and declaring the Inhabitants free to employ their Lands in whatever Culture they thought proper. This Liberty affords them an easy and effectual Remedy against new Exactions,

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Exactions, and makes it the Interest of the Merchant to satisfy the Ryot; as an opposite Conduct would lessen the Quantity of the Produce, by forcing the People to apply their Lands to other Uses.

The Objections to this Mode, are those which occur against Monopolies in general; that it prevents the Increase of this Production, and that it prevents its obtaining its due Value, which would prove a Benefit to the Circulation of the Country; besides the Detestation in which the Word itself is universally held, even by those who do not understand the Meaning of it.

The second Plan would be attended with a certain immediate Profit to the Company.

It is liable to the same Objections with the first, as a Monopoly; it is also to be feared that the Profits would soon fall to nothing, as the Company's Agents would not give the same Attention to it when it was the Property of the Company, as the present Proprietors do, because it is their own; and of course it would be adulterated, and in Time grow wholly unfit for the Foreign Markets.

In Support of the third Plan, it may be argued, that it would increase the Produce (as has been before observed); that the Multitude of Competitors would raise the Price, and bring Money into the Country, which would ultimately find its Way through the Land Revenue or Customs, into the Public Treasury; that it would contribute to the general Benefit of Trade, which always languishes under Confinement; and that it is conformable both to the Commands of our Honourable Masters, and the Spirit of all our late Regulations for the Liberty of Trade in every other Instance.

On the other Hand, it may be urged, that the Increase of any Production not necessary to Life, is not an Advantage, if some other Commodity equally valuable must be given up to make room for it; that it is not a Necessary of Life, but a pernicious Article of Luxury, which ought not to be permitted but for the Purposes of Foreign Commerce only, and which the Wisdom of Government should carefully restrain from internal Consumption; that the Foreign Commerce will take off but a certain Quantity, not much exceeding perhaps the present Exportation, and the Surplus must of course either find a Sale at Home (which ought not to be permitted) or would lower the Price of the Whole, which would defeat the principal End of this Regulation; that the immediate Effect would be an Increase of the Price, which would raise the Price of that provided for the Company, and be an immediate Loss to them, which may be placed against the Advantages of an increased Circulation; that this would last but for a short Time, and as the Quantity increased the Price would fall in proportion; that the Extension of this single Article of Trade would not prove a Benefit to Trade in general, with which it has no Connection, but in effect only take the Profits of it from those few who now solely possess it, and divide it amongst as many as may chuse to share it; that neither the Commands of our Honourable Masters, nor our own Institutions will be more hurt by a Monopoly of Ophium, than by an exclusive Manufacture of Saltpetre, or by the Farms of Salt, which have no Influence on the Production, Manufactures, Purchase, or Sale of any other Articles of Commerce, because they have no mutual Connection with them; that the Multitude of Competitors, while the Trade continues an Object of Competition, will create numberless Disorders in the Country, which it is much to be feared will occasion a dangerous Abuse of the Courts of Justice, since it will be difficult to devise any Form for them, in which the Members of the Factory shall not possess a principal Authority, and will thereby become Judges in their own Causes.

I must add my own firm Persuasion, that it is not in the Power of this Government, constituted as it now is, to abolish the Monopoly altogether, but that it will subsist by secret Influence; the Effects of which will be much more than those of an allowed Monoply under proper Regulations.

I leave the Subject at large for the Deliberation of the Board, declaring, that whatever Way my Opinion may seem to incline, I reserve it free and unbiassed, to be guided by the Reasons which a fuller Discussion may produce. The Subject is not of much Importance in itself, but it may prove of great Importance to our own Characters, in the Decision which shall be passed upon it; which must be my Excuse for the Length to which I have drawn it.

EXTRACT of Bengal Revenue Consultations, the 23d November 1773.

Resuming the Consideration of the Governor's Letter, entered in Consultation of the 15th October, regarding the Ophium Trade in the Province of Bahar;

Mr. Vansittart delivers in the following Minute.

Ever since the Establishment of our Influence in Bengal by the Battle of Plassey, almost the whole Ophium Trade of the Bahar Province has been in the Hands of the Gentlemen residing at Patna. Through different Gomastahs being employed, frequent Disputes arose, and sometimes Lives were lost in the Frays which happened between them, as has already appeared upon the Company's Records. Since the Year 1765, it has been uninterruptedly carried on as a joint Concern, under the Charge of a single Gomastah: I believe the Quantity received in the Year of the Famine, inclusive of what was delivered to the Dutch, was less than 800 Chests; it increased the next Year to near 1,400, and the Year after, to upwards of 1,800, although Perwannahs were each Year circulated through the Province, and enforced with all possible Attention, that no Ryot should be obliged to cultivate the Poppy against his Will, whether he had formerly cultivated it or not. I mention this Circumstance, as a Proof that the Mode of carrying on the Trade was not oppressive to the Ryots. Indeed, the Price which is now paid them, is more than they used to receive before the Establishment of the English Influence in the Country. It does not appear to me, that in the present Situation of Things, an Attempt to lay the Trade

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Trade open would be either advantageous to them, or beneficial to the Commerce of the Province. Had every Merchant free Liberty to make them Advances, they would receive Money in Abundance, they would dissipate a Part of it, they would be unable to manufacture Ophium sufficient to complete their Engagements. At the Season of Delivery, every Merchant would be anxious to secure the Quantity for which he contracted; Battles would be fought, as was the Case before the Year 1765; the Ryots would be seized and imprisoned, and each Farmer would discourage the Cultivation, to prevent his District from being a Scene of Disturbances. By this Means, the Produce would be diminished: Moreover, the Ryots would adulterate their Ophium, to compensate for their Deficiencies; and both these Circumstances would materially injure this Country, by having an immediate Tendency to the Destruction of an advantageous Branch of its Foreign Commerce. Were Advances prohibited, none would have the Power to make them, but the Gentlemen at Patna, or the Farmers themselves, who are immediately under their Authority, and the Trade would in consequence continue on nearly the same Footing as it is at present; or, were it possible to take effectual Measures to enforce the Prohibition of Advances, the Cultivation of Poppy would be almost entirely prevented, and the Ryots have not Substance sufficient to undertake it at their own Expence. G. Vansittart.

The Board having fully debated and considered the Subject, are unanimously of Opinion, that the Trade could not be laid open at this Juncture, without being productive of evil Consequences to the Ryots and to the Country; and if it be continued a Monopoly, they think it had better be so avowedly, and for the Advantage of the Company, than in a clandestine Manner, for the Benefit of a single Factory. It is thefore resolved, That an exclusive Privilege be given to Meer Manneer the Successor of Meer Ashrof, for providing Ophium in the Bahar Province: That he shall engage to deliver in Calcutta all which may be produced in the Bahar Province, at 320 Sicca Rupees; and what he may procure from Gazypore, or any other Districts of the Nabob Shuja ul Dowla, at 350, agreeably to the annexed Writing, which shall be sent to Patna for him to execute; that he shall deliver to the Dutch the usual Quantity with which they have been supplied, at the customary Price; that ½ the Money shall be advanced immediately, and ½ on the Delivery of the Ophium; that the Quantity delivered to the Company, shall be sold on their Account by public Auction; and that what may be required for the Settlement of Balambangan, shall be reserved for it, and invoiced at the medium Price of the Sales at the Auction.——The Board are induced to give this exclusive Privilege to Meer Manneer, in Preference to any one else, because, being the Person who has for some Years been employed by the Gentlemen of Patna in this Business, he is the best acquainted with the proper Mode for managing it, and will account with them for any Advances which they may have already made. As the Success of the Ophium Trade depends much upon its Quality, and the Exportation of any which is bad renders the Malays suspicious of the Whole, and thereby diminishes the Demand for it, and is injurious to this Branch of the Commerce of Bengal, the Agent shall be required to be particularly attentive to this Object.—And as considerable Quantities of a bad Quality have of late been imported from Neinpar, and other Parts of the Nabob Shuja ul Dowla's Country, it is resolved, that as a Discouragement to such Importation, and the manufacturing of bad Ophium, an additional Duty of 1 Sicca Rupee per Seer be levied upon all Ophium not provided by the aforesaid Agent; and that Orders be in due Time issued accordingly to the Custom Houses.

Be it known to the Mutsiddies, Canoongoes, and Zemindars of the Soubah of Bahar. Whereas the Management of all the Ophium in that Soubah is settled on Meer Manneer and Ramchund Pundit, account the Year 1181 Fussily; It is therefore Ordered, That ye do assist them in the Management of that Business, and on no Account suffer any other Person to interfere in it; and they on their Parts will make their Purchases of Ophium to the Satisfaction of the Cultivators, and by no Means be guilty of any Oppression. 4th December 1773, answering to the 22d of Augun 1180 Bengal.

The Honourable President and Council of Fort William having granted an exclusive Privilege for manufacturing Ophium in the Bahar Province, we do hereby engage to deliver to them at Calcutta, at 320 Sicca Rupees per Chest, all the Ophium which may be produced in the Bahar Province. We further engage to deliver to the Honourable President and Council beforementioned all the Ophium which we or our Agents may procure from Gazypore, or any other Districts belonging to the Nabob Shuja ul Dowla, at the Rate of Three hundred and fifty Sicca Rupees per Chest. The Risque and Charges of transporting the Ophium to Calcutta shall be on our Account; and we also will be answerable for the Payment of the Government's and Company's Duties, as at present established. Half the Advances for the Ophium which we may be able to provide for the said Honourable President and Council, shall be made us immediately; and the other Half on the Delivery of the Ophium at Calcutta. We will be particularly attentive to the Quality of the Ophium, and will engage that it shall all be good and merchantable: Should any of it be suspected to be otherwise, it shall be determined by Arbitrators; Two to be chosen by us, and Two by the Honourable President and Council; and should they adjudge it not to be good and merchantable, we will pay to the Honourable President and Council whatever the said Arbitrators may adjudge to be the Difference of its Value, according to the Market Price at Calcutta. We further bind ourselves, under the Penalty of a Lack of Sicca Rupees, that we will not, directly or indirectly, dispose of any Ophium to any other Person besides the Honourable East India Company, excepting that we will deliver to the Dutch Factory at Patna the Quantities with which we have usually supplied them.

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We do further engage, that we will carry on this Business to the Satisfaction of the Ryots, and will not attempt to force any one to cultivate the Poppy against his Inclination.

EXTRACT of Bengal Revenue Consultations, the 3d May 1775.

Extract of a Letter from the Chief and Provincial Council at Patna; dated the 27th March 1775.

In compliance with your Orders, to transmit to you our Opinions what Mode it will be most advisable to adopt for the future Provision of the Ophium, we take the Liberty of requesting your Attention to the following Remarks, which we flatter ourselves contain every requisite Information.

We shall begin with observing, that we by no Means think it an eligible Plan to oblige the Farmer to deliver his Ophium in Kind, as Part of his Rents. In the first Place, we should find a great Difficulty in prevailing upon him to advance so large a Sum of his own (would his Circumstances admit of it, which is seldom the Case) for the Purpose of manuring the Grounds, which is absolutely necessary; and this would arise from his Apprehensions of an inclement Season, that never fails to destroy the Plant, and frustrate all Hopes of any Advantage he expected to reap from its coming to Maturity; but should he wave this Objection, and cultivate the Poppy, what Security can be had for his delivering in the Produce of it, when so much greater Advantages would result to him from selling it clandestinely, whereby the Company's Revenue would be endangered, and the Profits of the Ophium lost likewise; besides, we esteem the Trust already lodged in the Renters of the Revenue sufficient, without this Addition of Trouble and Risk.

Throwing the Trade open, we conceive, will be productive of still more dangerous Consequences, as tending to involve the Country in continual Disorders, from the Disputes that will inevitably arise among the Number of Purchasers of this Article, and be a strong Inducement to the Farmer to adulterate it, with a View of enlarging the Quantity; which must of course lessen the Estimation of it at the Foreign Markets, and occasion a great Reduction in the Price, which will ultimately operate to the Prejudice of the Country, and of the Revenues.

The Advances are made by the Contractor from the Beginning of October to the End of January, in order to enable the Cultivators to prepare the Ground, which is done at great Expence; and the Ophium collected in from the Beginning of March to the End of May.

The Ryot, or Cultivator, pays to the Farmer from Six to Ten Rupees per Begah for the Land, according to its Richness; and delivers his Ophium to the Manufacturer at the Rate of from 60 to 65 R^s per Maund for the inferior Sort, and from 70 to 75 for the best; and the Difference in Quality is intirely owing to the Soil in which it is produced. The Additions to the original Price given by the Contractor are very considerable; he receives the Ophium in its moist State, as it is drawn from the Head of the Poppy, and it must undergo a Preparation of Six Months, before it is merchantable. The Process consists chiefly in drying it in the Air, whereby it incurs a great Expence, as well from the constant Attention that must be given to it, as the Number of People employed in the overseeing it; it sustains likewise a considerable Loss in Weight from being thus exposed, generally about One Fifth; so that before it is made into Cakes and chested, we may presume it stands the Contractor from 90 to 110 Rupees per Maund; after which are to be paid the Charges of Transportation, and Duties. The Gauzypore Ophium is collected in at a still greater Expence, and stands the Contractor about 15 Rupees per Maund more than what is produced in this Province. To this we must add, that the Contractor is liable to Losses from the Bankruptcies and Villainies of the Farmers and Ryotts, who often abscond with the Money advanced, or dispose of the Ophium surreptitiously, which is a Practice they are much given to, and is encouraged by the Number of European Interlopers who are settled here; he is also subject to a Loss of his Advances by a Failure in the Season, and Deficiency in the Produce.

These Observations are the Result of the strictest Inquiries; and there are many Gentlemen in Calcutta who can do Justice to the Candour we have manifested on the Occasion. We shall now proceed to tell you in what Manner we think it will be most advantageous to provide the Ophium the ensuing Year, and even hope you'll favour us so far as to suppose we are divested of all Views of any private Advantage to ourselves in what we are going to propose. The palpable Impropriety of receiving it in Kind from the Farmers, has already been shewn, as well as the ill Consequences that we apprehended will arise from laying the Trade open; what we have now to offer, is in favour of the Monopoly of the Whole for the Company; and to secure that, we will premise that the Custom Master be invested with Authority to search all Budgerows and Boats of whatever Kind, going to Calcutta, as it is notorious that great Quantities have been smuggled down by Europeans of all Denominations, for Want of such a Licence; that we have full and absolute Power to seize Ophium wherever we find it, that shall turn out upon Enquiry to belong to Individuals; to confiscate the same; and to punish the Pycars and Assammies detected in the Sale. These Conditions obtained, we have not the least Doubt but it will be in our Power to secure annually to the Amount of 33,000 Chests of genuine unadulterated Ophium, provided the French, who received this Year 100 Chests, and the Dutch 450, are excluded from the Trade. Supposing that it can be contracted for here at the Rate of 230 or 240 Rupees per Chest, we need not mention what a prodigious Advantage would accrue to the Company by withholding the Sale of it in Calcutta, and exporting the Whole on their own Account, as a Supply to China; the Foreign Merchants would soon find the Difference between

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between that and the spurious Stuff they have so long been accustomed to meet with, and consequently buy it all up annually at a Price inconceivably beyond what has been hitherto given for that Commodity, when every Grain of it was probably mixed by the Purchasers, and confounded with some other Substance. Before we conclude, we will just mention, that the least Mixture of any other Article with the Ophium debases the Whole; and this we are induced to think has not been sufficiently attended to by the Manufacturers, from the bad Accounts that have been lately received from China; though in future it should be our Business to see that no such Practices are adopted.

We shall not presume to determine what Effect continuing this Article of Monopoly will have on the Revenues; but it is certain, that laying the Trade open will, in a short Course of Time, diminish the Price of it, and render the Ophium Lands considerably of less Value than what they are at present.

Governor General's Minute respecting Ophium.

The Governor General recommends,

That the whole Produce of Ophium manufactured in the Province of Bahar, be appropriated to the Company's Use:

That the Chief and Council of Patna be ordered to provide it on the Account of the Company, by making Advances to the Ryotts and Cultivators, receiving it from them, and manufacturing it in the Manner now done by the Contractor: That the Custom Master have a Power to seize all Ophium wherever he can find it, either on the Water or on its Passage by Land, and to punish the Pycars and Assamees detected in the Sale of it; and that he be allowed One Half of all the Ophium thus seized and confiscated:

That, as an Incitement to the Council to attend to the due Preparation of this Article, and to the Improvement of it, a Commission of   per Cent. be allowed them on the Quantity delivered by them, calculated by the medium Rate of the Outcry Price in Calcutta, after deducting the medium Rate of Costs and Charges.

If this Proposition shall be objected to, as throwing partial Advantages into the Hands of the Council of Patna, in which the Members of the other Provincial Councils cannot participate, and it shall be judged more adviseable to give the Provision of this Article in charge to a single Agent, appointed for the Purpose, the same Principle may be applied to this Agent's Allowance, and a Per-centage granted him, in like Manner, on the Profits of the Sales, in lieu of Salary and all other Emoluments.

It is evident, that the Amount of the Commission will depend equally on the Improvement of the Quality, the Encrease of the Quantity, and the Reduction of the Charges; and this appears to be the best Security that can be devised for the Diligence and Integrity of the Agent, whether this Trust be reposed in the collective Members of the Provincial Board of Patna, or in an Individual; with this Difference, that more Confidence can be reposed in the Integrity of the former, than in the Diligence of the latter.

APPENDIX, N° 59. B.

Mr. HINCHMAN's Evidence.

OPHIUM.

MR. Hinchman being examined, was asked, What was the Method of providing the Article of Ophium before the Dewannee was granted to the Company? said, There was none provided on Account of the Company before that Time, except a small Quantity sent to Bencoolen.—Being asked, Whether the Servants of the Company had a very considerable Trade in that Article themselves at that Time? he said, Yes, it was generally understood it was an Advantage to the President and Council at Patna at that Time.—Being asked, Whether the Monopoly of Ophium was at that Time secured by the sole Right of buying at Market, or by making Advances to the Ryots, and receiving from them the Produce, at some Price? he said, It is impossible for him positively to say, as he was not in the Country at that Time.—Being asked, What has been the Mode of procuring Ophium since the Acquisition of the Territorial Revenues, and previous to the Time of contracting with the Company? he said, From the Acquisition of the Territory, to the Year 1771 or 1772, there was no Investment provided for the Company; from that Time, by Orders of the Governor and Council, a certain Quantity of Ophium was annually provided by the Chief and Council of Patna, on the Company's Account; but whether the Council provided it at a fixed Price, settled by the Governor and Council of Calcutta; or whether they were left to make Contracts with the Native Inhabitants of Patna; or whether they provided it by Agents sent into different Parts of the Province for that Purpose, he cannot directly say.—Being asked, Whether any Person, at that Period of Time, had a Monopoly of the Ophium produced in

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in Bengal? he said, Not that he knows of.—Being asked, In what Manner the English Gentlemen, who dealt in it, procured it? he said, By sending Agents into the Districts where it was cultivated, where those Agents either made Advances to the Ryots, or entered into Contracts with Picars at particular Prices.—Being asked, How they proceeded when they made their Advances? he said, In such Case they must keep a Variety of Servants, whose Business it is to secure the Produce of the Lands where they had made Advances.—Being asked, Whether they secured the whole Produce, or only a Part? he said, He should suppose only a Part, in Proportion to the Advances they had made.—Being asked, In Places where there is a Monopoly, what is the Mode of getting the Commodity from the People who produce it? he said, The Contractor, or Person who has the Monopoly, is at Liberty to pursue such Mode as he thinks most for his Advantage; he must either contract with the Native Merchants, or he must employ Servants of his own in every District to collect it.—Being asked, Whether he thinks both these Methods are used? he said, Yes.—Being asked, Whether he pays the Merchant by Advance? he said, He does; no Business is done without Advances; he will require Part of the Money for the Contract to be advanced to him.—Being asked, If a Person advances a certain Sum of Money for the Cultivation of a certain Portion of Land for Ophium, what Proportion of the Produce does he receive? he said, Under a Monopoly, certainly the Contractor expects the whole Produce of the Land, and he advances most Part of the Value of the expected Crop, according to what has been the usual Price.—Being asked, Who fixes that usual Price? he said, In such Instances as have come within his Knowledge, the principal Cultivators are called together, and a Price is settled between them and the Contractor's Agent.—Being asked, Who decides the Price? he said, If there is a Disagreement, the Power is in the Hands of the Contractor, but the Cultivators can appeal to Government, or to a Court of Justice.—Being asked, What Rule a Court of Justice will have in deciding the Question before them? he said, Every Cutcherry or Country Court of Justice being under the Influence of the Governor General, in such a Case as the present, it must ultimately be decided by them.

Being asked, Whether there are not some Regulations in Bengal, with regard to the interior Trade of Ophium? he said, Yes; when he left Bengal, and for some Time before, Individuals have been prohibited from dealing in Ophium; the whole Produce of the Country was monopolized on account of the Company, and sent to Calcutta, where it was annually sold at public Auction.—Being asked, Whether this Collection was made by Contract or Farm? he said, It is provided by Contract, at a certain Sum per Maund.—Being asked, What Revenue the Company derives from it? he said, He really cannot say, their Advantage arises from the Profit upon the Sale, and therefore must be uncertain.—Being asked, Whether it is a profitable Monopoly to Government? he said, He does not imagine it has been, for the Ophium has not sold so high in general of late Years, as it used to do while in private Hands.—Being asked, What is the Cause of its selling at a lower Price? he said, It may be on Account of the Quality, or the Demand not being so great.—Being asked, Whether he has heard in Bengal, that the Quality of the Ophium sent to Foreign Markets was much debased? he said, Yes, he has heard of Instances of Ophium being rejected on Account of the Badness of its Quality, but Instances of that Kind, he believes, have happened as well before as since the Monopoly.—Being asked, Whether the Ophium Trade was open to all Merchants at the Time those Complaints prevailed? he said, He never knew the Ophium Trade open to Merchants in general; before it was a public Monopoly, it was allowedly a private one.—Being asked, What he thinks of the Policy of making it a Monopoly at all? he said, He thinks that a Monopoly, either public or private, is injurious, and that it would be more to the Advantage of the Government and the Country, that it should be a free Trade, and that a certain and considerable Revenue might be produced from it by a fixed Duty.—Being asked, Who was the Contractor when he left Bengal? he said, From common Report, he believes it was Mr. Mackenzie.

APPENDIX, N° 60.

EXTRACT of the Company's separate General Letter to Bengal; dated the 15th December 1775.

Par 41. AS the Revenue Council at Patna are of Opinion, that the Ophium Business may be more conveniently conducted by their Board, than by our Commercial Servants; on that Consideration only, we direct, that the Provision thereof be continued under your Management, but that you consign the same, when provided, to our Board of Trade, at prime Cost; who are to dispose thereof at public Auction, and to apply the Produce towards the Provision of our Investment.

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APPENDIX, N° 61.

EXTRACT of Bengal Revenue Consultations, the 18th January 1775.

READ the following Letter from the Provincial Council of Patna.

To the Honourable Warren Hastings, Esquire, Governor General, and Council of Revenue, Fort William.

Honourable Sir and Sirs,

The Management of the Opium Business, from the Manner in which it is provided, is so closely connected with, and of such material Import to, the Collection of the Revenues, we apprehend the Superintendancy cannot be separated without great Impediment to the Provision of that Article, or Danger to the Revenue, arising from it. Disputes must unavoidably happen between the Gomastahs employed in collecting the Opium, and the Revenue Officers; the Cultivators sometimes screening themselves under Protection of the former, to wave the Payment of their Rents, and at other Times availing themselves of the Aumil's Authority, to embezzle the Produce, for which they had received Advances, and avoid fulfilling their Engagements; which would be the Occasion of continual References from both Parties, unless under one Controul. The Advances to the Contractors have been made for the present Year, so that nothing now remains but to collect in the Opium from the Country.

As the Gentlemen of the Board of Trade may probably consider the Provision of the Opium to fall under their Management, together with the Articles of the Company's Investment, we have taken the Liberty to make this early Reference to you, in order to be furnished with your Directions on the Subject.

We are, &c.

Patna, the 9th January 1775.

(Signed) Robert Palk, Simeon Droz, Ewan Law, Edward Golding.

Taking into Consideration the above Letter respecting the Opium Contract, and a Doubt arising concerning the Propriety of the Board of Commerce having taken this Article, without express Authority, under their own Charge; the Question is put, Whether the Contract of Opium ought to be considered as an Article of Revenue, or of the Company's Investment.

Read the following Translation of the Contract.

Translation of a Contract under the Seals of Mahomed Munneer, and Ram Chunder Pundit; dated 16th Rumran in the Bengal Year 1180, or 2d December 1773.

The Governor and Council having agreed with us, whose Names are, Mahomed Munneer and Ram Chunder Pundit, that all the Opium provided in the Province of Bahar, should be provided by us for Sale, and that they will not permit any one else to buy Opium in the said Province; we now make the following Promises, and affix our Signatures to the underwritten Agreements:

1. That we will deliver all the Opium produced in the Province of Bahar, at Calcutta, at the Rate of Sicca Rupees 320 for every Chest containing Two Maunds.

2. That whatever Quantity of Opium we or our Agents shall be able to procure in the Ghasepoor Country, or other of the Nabob Sujah ul Dowla's Districts, we will deliver at the Rate of Sicca Rupees 350, in Calcutta, to the Governor and Council; that the Risk attending the Transportation, and the Expences of Carriage, shall be ours, till the Opium is delivered in Calcutta; and we will pay those Duties to the Nizamut, and to the Company, which have been established upon this Article by the late Regulations.

3. That Advances to the Value of Half the Opium to be provided, are to be made us now; and we are to receive the remaining Half when the Opium is delivered in Calcutta.

4. That we will take the utmost Care that the Opium shall be good, and fit for Sale. Should any Doubts or Difference arise regarding the Goodness thereof, Two Men shall be appointed on the Part of the Governor and Council, and Two by us, to settle the Difference. If it should be determined by the Arbitrators, that the Opium is bad, and unfit for Sale, we will be answerable for whatever Difference may be found by them, who will calculate it in Proportion to the Price Opium may then bear in the Bazar or public Market of Calcutta.

5. Should it be proved, that we either sell or give Opium, under any Colour, to any Person, besides that which we give on the Company's Account, and that which, according to Custom, we deliver into the Dutch Factory, we will pay a Fine of One Lack of Rupees to the Company.

6. That

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6. That we will carry on our own Business, without oppressing the Ryotts, and will not forcibly oblige them to prepare their Lands for the Cultivation of the Coachnaur, or Opium Poppy; nor will we force them to cultivate the Coachnaur; they may till the Lands as most agreeable to themselves.

We have given this Writing in the Form of a Contract, that it may be carried into Execution.

A true Translation.

(Signed) A. Elliot, L. R. R.

Mr. Francis's Opinion.

It appears to me, that the Produce of the Contract for Opium, forms a Branch of the Territorial Revenue. In Addition to the Reasons assigned by the Revenue Council at Patna, in their Letter of the 9th of January, to which I beg Leave to refer, it seems proper to observe, that the Produce of this Contract was originally to have been appropriated to pay the Salaries of the Chiefs of the Revenue Councils; and that all the great Farms make Part of the Revenue; that Opium does not stand on the same Footing with Cotton, Raw Silk, or Saltpetre, all which make Part of the Company's Investment; and that Saltpetre in particular is an Article with which the Company are obliged, by their Charter, to furnish the Board of Ordnance. At all Events, it seems immaterial in effect to the Honourable Company to which Board this Contract may belong; and, exclusive of any Consideration of strict Right, I think that it would be irregular in Point of Form, to transfer it to the Board of Commerce; and that the Collections of the Revenue in the Patna District might be exposed to many Inconveniencies, from the Disputes that might arise between the Revenue Officers and the Gomastahs employed in collecting the Opium. My Opinion on this Subject is confirmed by the Contents of the Letter from the Patna Council, to which I have already referred.

I think, that for the present the Question is of no great Moment to the Honourable Company, and that it should be referred to the ultimate Decision of the Honourable Court of Directors by the first Ship. In the mean Time, the Company's Commercial Interests cannot suffer any Prejudice by the Produce of the Sales being carried into the general Treasury, on which the Board of Commerce have Liberty to draw.

(Signed) P. Francis.

Mr. Barwell,

I think any Contract for the Purchase of an Article, is Merchandize.

The Honourable Mr. Monson.

I consider it as an Article of Revenue; by this Declaration, I mean to convey my Sentiments on this Branch of the Company's Affairs, so minutely interwoven with the Territorial Revenue, that they cannot be separated, without much Prejudice and Danger to the Company's Interest, as represented by the Council at Patna, in their Letter of the 9th of January 1775. The Poppy from which Opium is formed, is the Produce of the Soil, and by another Mode of Collection, would undoubtedly have made Part of the Revenue; that is, if it had been taken in Kind. It is therefore the Mode of Collection only, subject to Annual Alteration, that can make it be considered as an Article of the Investment, not the Material itself.

This Revenue is now a Monopoly in the Company, and produces a much greater Quantity of Opium than is required by them; the Surplus, therefore, cannot be considered as the Company's Investment, whatever that Part may which is taken by them. But this Question is not essential to the general Interest of the Company, as they will eventually feel the Effects arising from this Revenue, in whatever Department it shall be thought proper to place it.

Whether this Monopoly is for the Advantage of the Company, is a Subject for further Consideration.

General Clavering,

I consider it as much an Article of Revenue as that which arises from the Salt Contract, both being equally produced from the Lands, and are delivered to the Company by Contractors.

Having delivered my Opinion separately, that neither the Salt nor the Opium are subjected to the Management of the Board of Trade, I will now beg Leave to offer to the Board my Reasons in Support of it. The Management and Government of all the Territorial Acquisitions and Revenues of Bengal, being indisputably entrusted to the Governor General and Council by the Legislature of Great Britain; and the Management of all the Commercial Affairs of the Company, and the procuring well-chosen Investments, being entrusted by the Court of Directors to the Board of Trade; it should be considered how, under these Distinctions, that Board can claim a Right to the Management of such Matters, that are the Produce of the Earth, but which by manufacturing may become Articles of Foreign Commerce.

It appears to me to be the Duty of the Governor General and Council to endeavour, by judicious Management of the Lands, and by such other Dispositions as their Prudence can suggest, to raise the greatest possible Revenue in the State, without Injury to the Inhabitants, in Subservience always to the commercial Views of the Company, and the general Interests of Great Britain. To accomplish these Purposes, if it should appear that the Territories of Bengal and Bahar could be made to produce more Revenue, with greater Benefit to the Inhabitants, by the Culture of such Articles which are of great Request in Foreign Trade, as the different Species of Spices, Sugar, &c. &c. would it therefore follow as a Consequence, that they must be managed by the Board of Trade in the Culture, and in those

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those Processes which are necessary to render them merchandizable? To admit such a Right in the Board of Trade, would be surrendering to them the Exercise of those Powers which have been confided in this Council by the Legislature, and for the proper Discharge of which we are answerable with our Persons and our Fortunes.

The Poppy which produces Opium, and the primitive Matter of which Salt is made, are of no Value before they are manufactured; but if the Manufacture of them be separated from the Proprietor or the Cultivator of the Soil, the Land is depreciated in the same Proportion of Value as the Profit which the Manufacturer or the Contractor now makes.

Take from the Farmer the Power of manufacturing either his Salt or his Opium, and he will pay a small Rent; restore that Power to him, and he will pay a greater. Thus the Revenue increases or diminishes, in proportion to the Freedom he is suffered to enjoy; and is at the highest Pitch when the Farmer can sell the improved Produce of his Labour uncontrolled at a free Market. Here properly the Board of Trade, acting as Factors of the Company, first begin their Functions. It is here, or at the public Sales, where the Investment should be made. And as the purchasing of such Goods at the current Price of the Country will discover their real Value, so the Company will be thereby enabled to judge of the Profit of its Trade, which it cannot now do, at the undervalued Rate at which those Goods must be delivered to the Company, at the Expence of the Revenue.

I could wish the Gentlemen of the Board of Trade would be pleased to explain to us the Principles on which they establish these Claims, whether they think they have a Right to manage every Article of internal and external Commerce: Amongst the Articles of the first, are Salt, Beetle Nut, and Tobacco; amongst the Articles of the latter, are Rice, Opium, Saltpetre, and all Kinds of manufactured Silks and Cottons.

If both of these Trades are claimed, whether they mean that their Management should extend to the Whole of their Produce, and to every Stage of their Manufacture and Sale.

Or, whether they mean to limit their Management to such Parts only as are necessary for the Company's Investment, and what Articles are already manufactured for Sale.

(Signed) J. Clavering.

Governor General.

I am of Opinion that it ought to be considered as an Article of Investment, for the following Reasons:

Opium is cultivated and manufactured by the Husbandmen, who contract to sell it at certain Prices to the Agents of the Contractor, who delivers it at a certain Price to the Company. It is received from the Contractor by the Factory at Patna, and sent down to the Presidency, where a Part being reserved for the Trade of the Settlement of Balambangan, the rest is sold at public Auction; and the Produce, after deducting the Prime Cost and Charges, is set apart as a Fund for Payment of the Gratuities proposed to be allowed to the Members of the late Council, in lieu of their Advantages of Trade, from which they interdicted themselves.

Neither the Advances of the Provision of this Article, nor its Produce, if my Memory do not fail me, for I have not had Time to consult the Records, are entered in the Accounts of the Revenue; but the former are issued from the Factory at Patna, and the latter entered in the General Accounts of the Company, by the Accomptant.

In this Process nothing appears that can denominate it to be an Article of the Revenue.

The Contract differs in no Respect from other mercantile Contracts, but in vesting an exclusive Right in the Contractor; in other Respects it is precisely upon the same Footing as Raw Silk, Cotton, or any other Production of the Earth which is received in its first Form from the Labourers or Manufacturers. It is true, as has been premised, that the Chasas have not an Option to dispose of it to any but the Agents of the Contractor; but to balance the Restriction, and counteract its Effects, they have an Option to discontinue the Culture of it; which no doubt they would do, and apply their Lands to other Uses, if they did not find an equal Advantage in the Continuance of it. This is not the Case with the Salt Contracts; which are formed under Engagements that allow an indisputed Right to the Labour of the Manufacturer, as well as an exclusive Right in the Produce; a proscriptive Right, which has been ever maintained by the Government hitherto, and considered as necessary to the Revenue, which it derives from that Commodity. The Contract for Opium differs in other essential Points from the Contracts for Salt. The Salt has always been accounted a Branch of the Revenue. It is in some Places paid in Kind by the Farmers instead of Money; and, if I am not misinformed, this was anciently the Case with all the Salt manufactured in the Province. It may possibly revert to this Mode, as the same Persons who manufacture it divide their Time and their Occupations between the Cultivation of the Lands and the Manufacture of Salt; and are equally accountable to the Farmers and the Contractors, or to the Agents of Government employed to superintend this Branch of their Property. The Arguments urged by the Provincial Council of Patna, are equally and literally applicable to the Provision of Raw Silk, Cloths, and every other Article of Trade. And the express Purpose to which a Part of the Opium is applied, is indisputably the Provision of an Investment for the Company's trading Settlement of Balambangan.

After all, I think it a Matter of little Consequence on which Way the Question is determined. It may be hereafter, and therefore I wish to be correct in my own Opinion upon it.

The Majority of the Board are of Opinion, that it is an Article of the Revenue; and resolve that the following Letter be written to the Board of Trade.

3 To

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To Samuel Middleton, Esquire, President, &c. Members of the Board of Trade.

Gentlemen,

On re-considering the Subject of your Letter of the 9th ult. we observe you have taken the Charge of the Opium lately transmitted from the Factory at Patna; and that it was your Intention to give Orders to the Members of the Provincial Council at Patna, concerning the future Dispatches of that Article: Hence we must conclude, that you consider this Article as appertaining to your Department. And we think it necessary to inform you, we have thought proper to retain it under our own Charge, considering it as immediately and necessarily connected with the Revenue; and we desire that you will inform us, in what Manner you have disposed of the Opium which has been already sent down; and, if any Part of it has been disposed of at public Outcry, in the Manner you mention to have intended, we desire you will transmit us the Account of Sales, together with any other Accounts relative to this Article.

If this Subject should appear to you in a Light different from what we have conceived; or if you have any Arguments to oppose to it, we shall be glad to hear and consider them.

Fort William,
the 18th January 1775.

We are, &c.

EXTRACT of Letter from the Governor General and Council at Fort William in Bengal, in their Revenue Department, to the Court of Directors; dated the 3d August 1775.

Par. 17. Having fully considered the Mode adopted for the future Manufacture of the Opium, we have resolved that it should be provided by Contract; and, to prevent the Adulteration or Debasement of this Article, we have determined that it should be manufactured by the Contractor, in a Place appointed for that Purpose by the Provincial Council of the Division in which it is produced, and under the Superintendance of such Persons as we may think proper to appoint for the Purpose.

18. We accordingly advertised for Proposals to be delivered in for the several Quantities which might be procured in the Pergunnahs where it is provided; and those received for Patna, are from Rupees 197 to 270 per Chest; in which Place it was before contracted for at 320 Rupees, deliverable in Calcutta at the Risque of the Contractor. The Proposals for the Purnea Opium, are from 235 Rupees to 350 per Chest, and those for Rungpore, Rupees 240. The State in which the Proposals are now, you will be fully informed by our Proceedings of the 1st Instant.

19. For the separate Opinions of the Governor General and Mr. Francis; and the particular Explanations transmitted by the Gentlemen of the Patna Council, we beg Leave to refer you to the Proceedings marked in the Margin. 15th October 1773. 23d May 1775. 3d Do.

EXTRACT of Letter from the Governor General and Council at Fort William in Bengal, in their Revenue Department, to the Court of Directors; dated 24th November 1775.

Par. 2. In the 18th Paragraph of our Letter of the 3d August, we informed you of the advantageous Proposals which had been offered for the Provision of the Opium the ensuing Season: We have accordingly accepted of those presented by Mr. Griffith and Mr. Wilton; the former, one of your Covenanted Servants, for the specific Quantity to be produced in Bahar, &c. of 2,980 Chests, at 180 Rupees per Chest, and 2½ per Cent. Commission on the Produce of the Sales in Calcutta; and the Offers of the latter, being the lowest that were tendered to us, for the Quantity of One thousand Chests, to be provided in the District of Bengal, at 240 Rupees per Chest.

APPENDIX, N° 62.

EXTRACT of Bengal Revenue Consultations, the 23d May 1775.

RESUMED the Consideration of the Mode to be adopted for the Manufacture of the Opium.

Read again the Extract of the Patna Letter on this Subject, dated 27 March, and entered on the Proceedings of the 3d Instant.

Read again the Governor General's Minute on this Subject entered, on the Proceedings of the 3d Instant. See Appendix, N° 59.

Read the following Minute of Mr. Francis's on this Subject.

Mr.

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Mr. Francis.

1. My Objection to Monopolies in general, considering them as anti-commercial in the First Instance, and ultimately destructive of Revenue, has been repeatedly declared: Since, however, it seems to be the Sense of the Majority of the Board, that an immediate Abolition of the Monopoly of Opium might not be expedient for the Company's Interest; it remains only to consider and fix upon the least exceptionable Mode of conducting it for another Year.

2. I agree with the Governor General, that the whole Produce ought to be appropriated to the Company's Use, with an Exception only of the specific Quantity usually allowed to the French and Dutch; which I presume it is not meant to take away from them.

3. But I can by no Means admit the Propriety of placing the Members of the Council of Patna in the Situation of Contractors; which would be the Case, if the Provision of all the Opium produced in Bahar was committed to them; "by their making Advances to the Ryotts and Cultivators, "by receiving it from them, and manufacturing it in the Manner now done by the Contractor."

4. A Monopoly being an Act of Power, and in its Nature oppressive, the greater the Degree of Authority vested in the Person by whom it is actually exercised, the more oppressive it must of course be. The Provincial Councils are the Representatives of the Supreme Council, and in Effect constitute the Government of their respective Provinces: As such, they possess a Power and Influence which should be exerted only for the Protection and Controul of others. If once they were engaged in a Contract for providing any Article produced in the Country under their Government, they might be tempted to employ the Power arising from their Public Stations, in supporting their Interest as Contractors.

5. I do not doubt that they might provide the Opium on cheaper Terms than any private Contractor could do; but as I am convinced that such Terms can only be made good at the Expence of the Ryott and the Farmer, I should think it unadviseable to engage on very low Terms with any Contractor, and particularly with Persons who have the Power in their Hands to indemnify themselves at any Rate; and from whom the Ryotts and Farmers would in Fact have no Appeal.

6. It is proposed, that the Revenue Council of Patna shall make Advances to the Ryotts and Cultivators of the Poppy, and afterwards manufacture the Opium, as the present Contractor does. I conceive this is a mercantile Process, as it does not seem to differ from the common Method of providing the Company's Investment at their Subordinate Factories; as such, there may be a Doubt about the Propriety of committing the Management of the Concern to a Revenue Council.

7. The Detail into which it would lead the Provincial Council, appears to me of a Nature little consonant to their Appointment as Collectors. Their Time and Attention would certainly be divided, and too little left for a constant Observation of the Progress of the Manufacture, and the requisite Care for its Improvement: They would therefore be obliged to delegate their Charge to others; probably to their private Servants, who would endeavour to convert it to their own immediate Advantage, regardless of every other Consideration.

8. The Power to be lodged in the Custom-Master, seems excessive; and the Punishment for Smuggling too severe; the Loss of Goods should be sufficient; but by the Proposal, Seizure, Confiscation, and personal Punishment, are all to be inflicted by the same Man, who is to have Half the Seizure for his Trouble; and nevertheless may, for aught that appears, be the greatest Smuggler in the Country.

9. The Price of Salt will be advanced by the Improvement of the Quality; on the other Hand, the Increase of the Quantity will tend to lower it.

The Reduction of the Charges would, undoubtedly, on the Governor's Plan, increase the Commission; but perhaps it should be considered, whether the Parties concerned might not directly gain more by swelling the Charges, than by an Increase of Commission in consequence of reducing them. This is a general, not a personal Consideration.

10. As for the Appointment of an Agent to have the whole Management of the Business and Care of the Monopoly, I think it liable to many of the foregoing Objections; and also that it is too great a Trust to be reposed in any Individual. Besides receiving the Company's Commission, he would probably deal for himself, and find Means to turn the Monopoly, in a great Measure, to his own Account.

11. Upon the Whole I am of Opinion, that if it be not thought advisable to lay the Trade open, the best Method, both for the Company and the Country, will be to contract with some Native Merchants of known Credit and Character, upon such fair Terms as may enable them to make a reasonable Profit, without squeezing the Farmers or Ryotts, who cultivate the Lands: The Provincial Council will then be a Check upon the Contractor; and if the present Salaries of the Provincial Councils be thought inadequate to their Stations, a Proportion of the Company's Profits by the Contract, may be set apart and divided equally amongst them. I am satisfied of the Insufficiency of their present Salaries; and I believe there is no other Fund out of which they can receive an Augmentation, so properly as the Opium Contract.

As it is notorious, that the Quality has been debased for some Years past, I would recommend, that some skilful Persons be appointed at Patna, to examine the Opium before it be packed, and superintend the Packing; and to give a Certificate of the Quality and Condition of it when received from the Contractor.

The Question is put, Whether the Provision of Opium shall be made by Agency or Contract?

Mr. Francis.

I am of Opinion it should be by Contract with Persons of Credit and Character.

Mr.

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Mr. Barwell.
By Agency: The Purchase of it from the Ryotts to be at fixed Rates, published in all the Cutcherries through the Districts: This is necessary to secure to the Labourer the full Price of Labour; as otherwise it might be varied, and the Value of the Land for raising Opium could not be ascertained.

The Honourable Mr. Monson.
By Contract.

General Clavering.
I think it ought to be managed by Contract; because, as Mr. Francis has very well observed, the Ryott can have no Appeal from any Injustice which may be done him, if the Agency be entrusted to those who constitute the Government. It will be incumbent on the Provincial Council to take care that the Ryotts receive from the Contractor the full Value of the Extract of the Poppy, and be not in any Manner oppressed by the Contractor.—Whether the Process of the Manufacture of the Opium should be left to the Contractor, or to a Factor appointed by the Council of Patna, ought to be considered separately and independently of the Provision of it.

Governor General.
By Agency. For my Sentiments at large on the Subject of the Provision of the Opium, I beg Leave to refer to my Letter to the Board, entered on the Proceedings the 15th October 1773.

Resolved, That the Opium be provided by Contract.

To prevent the Adulteration or Debasement of the Quality of the Opium;
Resolved, that it be made a Condition of the Contract, that the Opium in its crude State, or the Milk of the Poppy, shall be brought by the Contractor to the Place appointed for its Reception by the Provincial Council, and manufactured by him under the Superintendance of a Person or Persons appointed for that Purpose by the Board.

Resolved, That the following Advertisement be published in the English, Persian, and Bengal Languages.

ADVERTISEMENT.

Notice is hereby given, That the Honourable the Governor General and Council, in their Revenue Department, have resolved that the Provision of Opium shall be made the ensuing Season by Contract: All Persons therefore who are desirous of providing the whole Quantity of Opium produced in the Provinces of Bahar, Niapor, and Ghazyphore, on the following Conditions, are requested to send in their Proposals, sealed, to the Secretary to this Department, on or before the 15th June next.

The Opium is to be delivered at the Seat of the Provincial Council, in its crude State.

It is to be brought by the Contractor to the Place appointed for its Reception by the Provincial Council, and manufactured by him, under the Superintendance of a Person or Persons appointed for that Purpose by the Board.

The Proposals are only to mention the Price.

Separate Proposals will also be received for the Produce of the other Divisions, on the Terms above-mentioned.

It is further to be observed, That none but Persons of undoubted Credit and Character will be permitted to hold these Contracts, as none but their personal Security will be required.

Agreed, That the above Advertisement be circulated to the several Provincial Councils, with the following Letter.

To Mr. Henry Cottrell, President, &c. Provincial Council of Revenue at Calcutta.

Gentlemen,
Enclosed we transmit to you an Advertisement, which we desire you will make public throughout your Division.

We are, &c.

Fort William,
the 23d May 1775.

Extract of Bengal Revenue Consultations, the 18th July 1775.

Several Proposals having been delivered in for the Opium Contract, they are now opened.
Many of the Proposals being in the Country Language,
Ordered, That they be translated, and that an Abstract of the Whole be prepared and laid before the Board next Council Day.

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A P P E N D I X, N° 63.

EXTRACT of Bengal Revenue Consultations, the 3d September 1776.

READ the following Lettter from Mr. Richard Griffith, the Bahar Opium Contractor.

To the Honourable Warren Hastings, Esquire, Governor General, and the other Members of the Council of Revenue, at Fort William.

Honourable Sir and Sirs,

Some Time ago I was honoured with a Letter from your Secretary, dated the 10th of May. As it gave me the deepest Concern to find that you were pleased to deem my former Address premature, I should not have presumed again to intrude, were I not bound in Duty to represent to you, that the Season for the Poppy Cultivation is now arrived. I beg Leave to acquaint you, that my Contract was finally adjusted last Year on the 11th August, and though I arrived here in the Beginning of September, yet, as a considerable Time necessarily elapsed in making a general Adjustment of the Business, and appointing my numerous Agents to their several Stations, it abounds under many Disadvantages from the Delay, which the greatest Diligence on my Part has not been sufficient intirely to compensate for.

Having been so fortunate to succeed in providing and even exceeding the stipulated Quantity, Two-thirds of which I have already manufactured, and brought the Remainder in its crude State into the Honourable Company's Warehouses, where it only waits for fair Weather to be manufactured, I am induced to hope you will be pleased to prolong my Engagements to a further Term; in Reliance of which, I have hitherto deferred attempting the Collection of my Balances; for the Ryotts (on account of their late severe Losses) are at present utterly unable to pay me; otherwise than by selling their Cattle, and other Implements of Cultivation, with which I furnished them at the Commencement of the Business last Year.

Patna, the 22d August 1776.

I am, &c.
(Signed) Richard Griffith.

Read the following Letter from Mr. Simeon Droz.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Council of Revenue, Fort William.

Honourable Sir and Sirs,

I beg Leave to offer the following Proposal to your Perusal, and at the same Time to entreat you will indulge me with your Consent, if on Consideration it does not appear inconsistent with the Interest of the Company and the Country: It is, that I may be permitted to act as the Honourable Company's Agent, for the Provision of the Bahar and Ghazipore Opium, on these Conditions:

To receive from the Council at Patna all the Cash requisite for the Advances, at such Periods as may appear to me necessary; with which I will engage to purchase the Opium on the lowest Terms it can be produced, and give a regular Account to the Governor General and Council, or to the Council of Patna, of all my Disbursements.

I will likewise engage to deliver into the Company's Godowns at Patna, the whole Quantity of Ghazipore and Bahar Opium, of the best Quality which I am able to procure.

I will also engage that that Quantity shall not be less than 2,960 Chests, unless the Season prove particularly unfavourable; in which Case I will not fail to give satisfactory Reasons for a Deficiency.

I will further agree to be bound, under any reasonable Penalty the Board may think proper, in case of my either failing to deliver to the Company the whole Quantity of Opium I may procure, or making any Charge for the Provision of the said Opium beyond what it actually costs.

In return for my Labour and Attention to this Business, I request to be indulged with Five per Cent. Commission on the medium Price of the whole Sales in Calcutta, as also with the same Support and exclusive Privilege of providing the Opium which Mr. Griffith is now entitled to, by the Faith of Government, and the Terms of his Contract.

By this Mode, the Whole of the Opium will most certainly be procured of the best Quality, and the lowest and most moderate Rate; nor will the Inhabitants, who cultivate this Article, run any Risk of being oppressed, as it cannot be the Interest of any Agent, to compel them to give their

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their Opium at a Price under its real Value, when the Company are themſelves the firſt Purchaſers; and on the other Hand, it muſt be to my Advantage, to attend both to the Quantity and Quality of the Opium I procure, (neither of which Purpoſes could be obtained by injuring the Ryotts or Manufacturers) as on them will chiefly depend the Profits ariſing to me from the Commiſſion.

If this Mode of conducting the Opium Buſineſs ſhould not appear eligible, and you determine on continuing it in the preſent Manner, I requeſt your Permiſſion to have the Contract for the Year 1777 (or as many Years as you may think proper) on the ſame Terms in every Reſpect as Mr. Griffith now holds it.

Calcutta, the 1ſt June 1776.

I am, &c.
(Signed) Simeon Droz.

Governor General.

As the Seaſon is far advanced, which may render the future Proviſion of Opium liable to much Loſs and Inconvenience unleſs the Mode of it be ſpeedily determined; and as we have hitherto deferred coming to a Reſolution upon this Subject, in Expectation of receiving the Information which we direct the Council of Patna to furniſh us with, in our Letter of 16th ultimo, to which their Anſwer is not yet arrived; I move, That the Board may immediately determine this Point; and for that Purpoſe I propoſe, firſt, the following Queſtion:

Whether the Mode of providing Opium by Contract, on the Plan adopted the laſt Year, ſhall be continued for the enſuing Seaſon?

Mr. Francis.

The general Principles, on which I have invariably condemned Monopolies, whether in the Hands of Individuals, or of Government, will not permit me to conſent to the Continuance of this, or any other Monopoly of the Labour of the Subject. I do not mean to detain the Board with any further Arguments on this Subject.

General Clavering.

I think that the Monopoly of Opium ſhould be the only Exception to the Abolition of all Monopolies: Whilſt they exiſt, it is impoſſible that the Country can recover from the State to which the Monopolies of various Kinds have reduced it. My Reaſons for excepting the Opium is, that from every Information I have obtained, I am fully perſuaded, that whilſt a Chief and Council remain at Patna, a Monopoly would exiſt in ſpite of every Effort of Government to aboliſh it. The preſent Mode of providing the Opium by Contract, obviates every Objection that might certainly be made to it, were the Proviſion of it nominally left open, but in fact in the Hands of the Chief, whoſe Power might extort from the Ryotts the Produce of his Lands, on whatever Conditions he pleaſed. As the Chief and Council can now have no Intereſt in oppreſſing the Ryotts, it is to be preſumed that they will take Care that the Ryott receives a full Compenſation for his Labour, and be not any ways oppreſſed by the Contractor. With regard to the Ghazipore Opium, I don't think that we have any Right to make a Grant of it to the Contractor: We are under poſitive Engagements with the Rajah of Benares, to leave him independent in his Country; the ſending Gomaſtahs into it, under the Authority of the Government, would, in my Opinion, be violating the Treaty that we had made with him. He pays a ſpecific Sum to Government, and has a Right to derive every Advantage from his Country, that its Fertility, and Induſtry of its Inhabitants, can make it produce. I am therefore of Opinion, that the Ghazipore Opium ſhould not be included in Mr. Griffith's Contract.

Mr. Francis.

I agree with General Clavering in Opinion reſpecting the Ghazipore Opium.

Governor General.

I am for the Queſtion

2d Queſtion.

Is it the Reſolution of the Board, that the preſent Contractors ſhall be allowed the Continuance of their preſent Contracts for the enſuing Seaſon?

Mr. Francis.

I agree to it, with the Exception of Ghazipore Opium.

General Clavering.

I agree to it, with the Exception of the Ghazipore Opium.

Governor General.

I agree to it, but without the Exception; as I do not underſtand that the preſent Contractor, Mr. Griffith, or any other Contractor, ever poſſeſſed the Power of ſending Gomaſtahs into the Ghazipore Country under the Authority of Government, or inveſted with Privileges injurious to the Rajah's Independency, or any of the Rights he poſſeſſes as the Maſter of that Country. This Government has an undoubted Right to levy Duties on the Merchandize imported into it from other Countries, and even to preclude the Importation of it altogether. This Right I would recommend to be expreſſed in the preſent Inſtance. The Regulations already in Force, for the levying

ing of One Rupee upon every Seer of Opium imported, may be sufficient to prevent the fraudulent Attempts which may be made to elude the Design of the intended Contract, by clandestine Purchases of Bahar Opium in the Name of Ghazipore Opium: I do not wish at this Time to lay a heavier Restriction upon the Opium of Ghazipore. As it does not yet appear to be the Intention of the Board to repeal this Duty, our Opinions, though apparently different, do in reality coincide in the same Point; but as the present Contractor is exempted from the Duty, it may be necessary to determine, whether he shall pay it upon such Opium as he may bring in common with other Adventures from the Districts of the Rajah of Benares, or the Province of Oude. To this I shall have no Objection, if the other Members think it proper. He will be unable of course to deliver the same Quantity which he would otherwise provide of both Sorts, and the Difference will be in Part made up to the Government by the additional Duty levied upon foreign Opium, which would otherwise be imported by him Duty free, and by the superior Quality of the Whole of this Article provided on their Account.

Mr. Francis.

I think, that if the Contractor brings any Ghazipore Opium into the Country, he must do it on the same Footing with other Adventurers; the Duty appears to me rather high; of course, if he was exempted from it, that Part of the Trade must continue in his Hand.

General Clavering.

If Mr. Griffith were not subject to pay the same Duty with other Importers, it would be in Effect giving him the Monopoly of the Trade. Whether the proposed Duty will favour the fair Trader, or promote the clandestine Importation of it, I cannot at present determine; but if any reasonable Objection should be made to it, I think the Board may afterwards alter it.

Agreed, That the following Letter be written to the Provincial Council of Patna, Dinagepore, and to the Superintendant at Boglepore.

To Mr. Isaac Sage, Chief, &c. Provincial Council of Revenue at Patna.

Gentlemen,

Having resolved to continue the Mode of providing the Opium of the Province of Bahar by Contract, for the ensuing Year, we direct you to continue that Assistance and Support to Mr. Griffith, which we directed in our Letter of the 18th August 1775, as we have renewed his Contract for the ensuing Season.

We desire you will observe, however, that it is not our Intention to extend this Protection to him in the Provision of the Opium of Ghazipore, but that he is to be subject to the Duty on all Opium imported from the District of the Rajah of Benares, or the Province of Oude, in common with other Adventurers.

We desire you will enquire, and inform us what Quantity of Ghazipore Opium has been delivered this Year by the Contractor.

We are, &c.

The 1st Paragraph to Dinagepore and Boglepore, in Favour of Mr. Wilton.

Ordered, That the Secretary do communicate the Resolutions of the Board to Messieurs Griffith and Wilton.

APPENDIX, N° 64.

EXTRACT of Bengal Revenue Consultations, 21st July 1775.

THE Secretary delivers in the following Abstract of the Proposals received for the Provision of Opium, agreeably to the Orders of the last Day.

COMPARATIVE

COMPARATIVE ABSTRACT of the Proposals for supplying the Honourable Company with Opium by Contract.

	At the Rate proposed for Bahar Opium.	D° for Gazipore Opium.	At the Rates proposed for Nupar Opium.	At the Rates proposed for Purnea Opium.	At the Rates proposed for Rungpore Opium.
	Sicca R^s				
Mr. Deviel. Per Chest, containing 2 Maunds of 76 S^a W^t to the Seer, deliverable at Patna. — — —	230	230	230		
Mr. Mackenzie, per Chest - d° If deliverable at Calcutta, an Advance of 10 Rupees per Chest to be allowed on the Patna Price.	197	220	230		
Mr. Wilton. If for 1 Year, per Chest - d°	270	270	270	—	240
If for 3 Years, d° — d° Deliverable at the Seats of the respective Provincial Councils.	260	260	260	—	230
Ram Kissen Mullick. Per Chest of 2 Maunds, Patna Weight — — d° Deliverable at Patna.	248	268	268		
Govendram Tagoor. Per Chest of 2 Maunds, Patna Weight — — d° Deliverable at Patna.	229	249	249		
Mohun Loll. Per Chest, if deliverable at Patna d°	200	225	235		
If delivered at Calcutta - d°	210	235	245		
Sait Goolab Chund and Sait Abeer Chund. Per Chest of 76 S^a W^t — d° No Place of Delivery mentioned.	260	260	260		
Mr. Flor. Per Chest, if deliverable at Purnea	—	—	—	Sicca R^s 250	
Ramtonoo Metre. Per Chest of Two Maunds — Deliverable at Rungpore or Dinagepore.	—	—	—	Arcot R^s 350	
Ramtonoo Dutt. Per Chest of 76 Sicca Weight.	—	—	—	260	
Bussunt Roy. Per Chest — — —	—	—	—	235	
Nujam ul Dien. Per Chest of the first Sort, to contain 2 Maunds of 82 S^a W^t, and to be put up in Cakes —	—	—	—	—	320

Agreed, That the Subject do lie for Consideration, and that the Proposals at large be entered in a separate Set of Proceedings.

EXTRACT

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

EXTRACT of Bengal Revenue Conſultations, 1ſt Auguſt 1775.

Reſumed the Subject of the Propoſals delivered in the 21ſt ultimo, for the Proviſion of Opium in *Bahar*, including the Importation of Opium from Ghazipore and Neapar.

Queſtion put, Which of the Propoſals for the Bahar Opium ſhall be accepted ?

Mr. Francis.

As the Propoſals from the Native Merchants, in whoſe Favour I ſhould otherwiſe have been inclined, are ſo much higher than other Propoſals before the Board, that they will not bear a Compariſon, we ſhould enter into the Conſideration of the loweſt Propoſals that are made. As I muſt now decide upon that Principle, I think it material, that the Security which the Propoſers may have to offer, ſhould be very well weighed ; and I ſhall give my Opinion in Favour of thoſe which are accompanied with the beſt Security.

Mr. Barwell.

Upon the Principle of accepting the loweſt Terms that have been offered, Mr. Griffith appears to me to have propoſed the loweſt and moſt advantageous to the Company: In a Converſation I had with this Gentleman, I mentioned to him the Commiſſion of $2\frac{1}{2}$ per Cent. as a great Enhancement of his Tender ; upon which we obſerved, that it was the only Benefit reſerved to himſelf, as we engaged to furniſh the Opium as much below the expreſs Sum of 190 Rupees as it ſhould turn out ; and would be bound in Security, that it ſhould not exceed that Price ; but, that if the Board were ſatisfied to give him 190 Rupees, he ſhould be well content with the intermediate Benefit ariſing between what he might pay for it and that Rate, and would with Pleaſure give up the Conſideration of Commiſſion.

Mr. Monſon.

As it appears from Mr. Barwell's Minute, that Mr. Griffith has altered the Terms of his Propoſal, there can be no longer a Doubt that Mr. Griffith's Propoſals are the loweſt ; but if ſuch Methods are to be taken for the Rule of our Conduct, I conceive it to be totally unneceſſary, upon any future Occaſion, to advertiſe for Propoſals ; for as ſoon as thoſe Propoſals are opened, and the Conditions of them known to the Members of the Board, any Member who wiſhes to ſerve his Friend, or his Friend's Connection, immediately on his Name, may make a Propoſal lower than the others, which invalidates them. I therefore think Mr. Griffith's Propoſal, upon theſe Terms, ought not to be accepted. And if we are to take the loweſt Propoſal offered, Security ſhould be required, and the Board left to determine upon their Reſponſibility.

Mr. Barwell.

Colonel Monſon has put a Conſtruction upon a Recital of the Converſation I had with Mr. Griffith, very foreign to the Deſign with which I gave it to the Board. From the Tenor of Mr. Griffith's Propoſals, it appeared to me that he wiſhed to give his Labours to the Public, in the Proviſion of the Opium, for a fixed Reward ; and held out a Probability that this Reward would be paid him by a Reduction in the Price of Proviſion, as he offered to engage under a Penalty that it ſhould not exceed the Price of 190 Rupees ; but that it might come under it. To convince myſelf whether this was the Idea he intended to convey in his Propoſals, when he waited upon me, I put the Queſtion to him ; and he anſwered in the Manner I have already informed the Board. With reſpect to any Friendſhip or Attachment to this Gentleman, or the Influence of any Inclination to befriend him, I really have none ; I ſcarcely know him by Sight : I think him a very young Man, and have my Doubts of the Extent of his Abilities being equal to the Taſk he propoſes to undertake. Colonel Monſon's Obſervation, as a general one, is certainly juſt ; but as I cannot admit it to apply to the preſent Caſe, he will excuſe me for diſclaiming a Motive for my Communication to the Board that did not ſway me.

Mr. Monſon.

My Obſervation I meant as a general one, and not to this particular Caſe only. I do not ſay, in my Minute, that Mr. Barwell has any Acquaintance or Connection with Mr. Griffith ; I only ſay, that if a Member has an Intention to ſerve his Friend, and this Mode of accepting a Propoſal from a Member of the Board, in the Propoſer's Name, would certainly ſet aſide all other Propoſals which ſhould be made. My Obſervation on Mr. Barwell's Minute, was to obviate for the future ſuch Propoſals being made to the Board by a Member of it.

General Clavering.

As to the Queſtion, whether Gentlemen in the Service of the Company could hold Contracts, conſiſtently with the Company's Orders, was determined the other Day in the Public Department, in the Affirmative ; I am now at Liberty to conſider them upon the ſame Footing as other Europeans, agreeably to the Orders of the Court of Directors, ordering us to accept the loweſt

Propoſals

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Proposals when good Security is offered. I am of Opinion, that whether it be Mr. Griffith, or Mr. Mackenzie's, or any one else, they should be called upon for their Security.

Governor General.

Upon the Principle laid down in my Minute of the 3d May, I prefer the Proposals of Mr. Griffith; being induced further to give him this Preference, from the Report which has been made to me, that he is a young Man of Understanding and acquired Talents, which qualify him for undertaking so important a Charge. I have no personal Knowledge of him; I wish to collect the Opinions already given upon this Subject; as they must, in some Measure, guide my own. Should my Opinion in favour of Mr. Griffith prove singular, I should certainly drop it, to give the Aid of my Vote to the next Competitor whose Claims I should think most advantageous. I cannot collect till some other Person is mentioned. I must decline giving my Vote in favour of any one. I beg Leave previously to observe, that by the Terms of the Advertisement no Security ought to be required. I believe it was understood by this Expression, no Security should be required to make good any Deficiencies in the Contractor's Engagements: But I think we may consistently require a Security for the Contractor's personal Appearance: And so far I agree in the Opinions which have preceded mine.

Mr. Francis.

It appears to me, that Mr. Griffith's Proposals to supply the whole Quantity produced in Bahar, Ghazipore, and Neapar, each 190 Rupees, with a Commission of 2½ per Cent. on the Sales, is, upon the Face of it, the most advantageous to the Company of any Proposal before the Board. If the other Members of the Board should agree in this Opinion, I shall move, That Mr. Griffith be called upon to fix a specific Quantity of Opium, which he will engage to provide; and also give such Security as the Board will be satisfied with, that he will fulfil his Engagements, as he is not a Man of that public Credit and known Character, which would authorize us to accept of his Personal Security alone. I think the Quantity of Bahar Opium, which he should be bound at all Events to provide, should be at least equal to what the last Contractor undertook for.

Mr. Barwell.

I acquiesce in Mr. Francis's Sentiments and Motion.

Mr. Monson.

In my last Minute I said, that if the lowest Offer was to be accepted, proper Security should be taken. As it now appears that Mr. Griffith's is the lowest Offer, I acquiesce in it on the Conditions proposed by Mr. Francis.

General Clavering.

I acquiesce in Mr. Francis's Proposal, that he should be obliged to deliver in Security.

Governor General.

I agree in Mr. Francis's Motion.

Resolved and Ordered, That Mr. Griffith be called upon accordingly.

Mr. Griffith wrote to, That the Board having considered his Proposals for the Provision of the Opium of Bahar, Gazipore, and Neapar, they desire he will immediately inform them, what specific Quantity of Opium he will undertake to provide, under such a Penalty as the Board shall fix; and what Security he has to offer for the Payment of the Penalty.

Mr. Francis.

I am of Opinion that Mr. Wilton's Proposals for Rungpore, Purnea, Boglepore, Baharbund, &c. Districts, are the most advantageous; and that he should be called upon for his Security, and the Quantity he will engage to produce, in the same Manner as Mr. Griffith is.

Mr. Barwell.

I am of Opinion, that the Terms offered are much too high for the base Opium that is produced in those Districts. It hardly ever sells within 150 Rupees per Chest of the selling Price of the Patna Opium; and I know it can be provided within those Districts at about 180. If therefore Terms more adequate than those now offered cannot be obtained, I would recommend an Agency for the Provision of it.

Mr. Monson.

As Mr. Wilton has made Proposals conformable to the Advertisement published; and as his Proposals appear to be more advantageous to the Company than any others proposed, I think they should be accepted.

General Clavering.

It does not appear, from any Information I can obtain, that the Opium produced in the several Districts described in the Question, have ever yet been brought to the Company's Account; and consequently

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consequently the Value of it has never yet been ascertained by any Rates to which we can refer. We have no other Way of judging of the Proposals delivered in, but by the lowest Terms; those are Mr. Wilton's. Agreeably to our Resolution on the Produce of the Bahar Opium, I think the same Security, and the same Restrictions should be required of him as have been ordered to be of Mr. Griffith.

Governor General,
I agree with Mr. Barwell.

Mr. Barwell,
I beg Leave to inform the Board, that my Knowledge of the Provision of this Article, in the Districts of Rungpore, Purnea, and Dinagepore, is from my long having traded in it: That while I was Resident at Malda, in the Year 1766 and 1767, my usual Provision was from 300 to 400 Chests per Annum, and that this Opium in its crude State did not stand me in above 120 Rupees per Chest; and I do not believe but what at this Time it is to be purchased from the Ryott at that Rate.

Mr. Monson,
I beg Leave to observe on what Mr. Barwell has said, that when he was Resident at Malda he then procured Opium in its crude State for 120 Rupees per Chest. I can imagine that Mr. Barwell, from his Influence as Resident, did obtain it on such Terms as it may not be possible for the present Proposer to procure it at, as he has no Influence under Government, nor cannot obtain it by any Means from the Ryott, but on such Terms as they think proper to sell it at. Therefore, I should conceive, from the different Situations of Mr. Barwell and the present Proposer, that the Terms may not be so disadvantageous to the Company as Mr. Barwell seems to think.

Mr. Barwell,
It gives me Pain to make any Observation on what Colonel Monson has just now been pleased to enter upon Record; he seems to be full of the Idea of every Consideration being lost in the Pursuit of private Interest, when that was the Object of a Company's Servant. My Situation, at the Period to which he alludes, very happily precludes me from any Insinuation injurious to my Conduct. The Districts from which the Opium was provided, were none of them under my Controul. Mr. Rumbold directed one, and Mr. Sykes the other two. There were private Merchants likewise made their Purchases at the very same Rate that I did; and though I have that Knowledge of the Trade of this Country, as not to permit me to be the Dupe of intervening Agents; yet if in all my Dealings a single Instance can possibly be produced, where I have not paid to the full Value the Ryott might be entitled to, I would admit the Possibility of Colonel Monson's being right in his present Reflection.

Mr. Monson,
It is not simply my Idea, but the Idea of the Legislative Authority of Great Britain, that the Collectors and Supervisors, and other Persons in the Company's Service, did not make an improper Use of the Influence their Situations gave them, in carrying on the Trade of the different Districts in these Provinces; *for it is expresly said, that the Articles of Commerce shall not be bought to be sold again in those Districts.* I did not mean by my Observation, to impute any particular unjust Influence in Mr. Barwell over the Ryotts, or that he took from them the Opium by undue Means. What I suggested was only, that from his Situation, as Resident at Malda, I conceived he might obtain from the Ryotts that Article on more advantageous Terms than any common Contractor would be able to procure it.

Resolved, That Mr. Wilton be called on in the Terms of the Order to Mr. Griffith.

APPENDIX, N° 65.

EXTRACT of Bengal Revenue Consultations, the 10th May 1776.

READ the following Letters from Mr. Griffith and Mr. Wilton, the Ophium Contractors:

To the Honourable Warren Hastings, Esquire, Governor General, and the other Gentlemen of the Council of Revenue, Fort William.

Honourable Sir and Sirs,
As the Season for receiving new Proposals for the Ophium Contracts nearly approaches, I hope you will pardon the Necessity which urges me to call upon your Attention, in order more fully to lay before you the Nature and present Situation of this Business.

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The Severity of the Drought had deprived the Ryotts of all Power to prosecute the Cultivation of the Poppy, without the greatest Assistance from me. The heavy Losses they have sustained in the Khurruff and Buddory Harvests, hardly left them the Means of supporting themselves till the ripening of the Rubby; in consequence of which, I found it unavoidably necessary to increase the usual Advances, to 1-3d. more than had been customary; besides which, I was obliged to incur a very considerable Expence, by digging Wells in several Parts, where the Dryness of the Season had deprived the Ryotts of the usual Reservoirs to water their Lands; by these Means I prevailed upon the Ryotts to remain in the Country, which an opposite Conduct would have obliged them to desert; and, by the large Encouragement which I gave, had the good Fortune to introduce the Poppy Cultivation into several Pergunnahs, where it had been before unknown. The Ryotts finding in me an indulgent Protector, applied themselves to the Culture of their Grounds with Alacrity, and thereby, in some Measure, repaired the unhappy Effects of the Drought; which, together with the Loss of Time occasioned by the Delay in my Contract, must otherwise have proved fatal.

Sensible of the Arduousness of the Task which I had entered upon, under so many and great Disadvantages, I, considering my Character at Stake for the Accomplishment of my Engagements, determined to sacrifice every other View to that alone; in order therefore to prevent the least Interruption to the Business, or Severity to the Ryotts, by the Collection of the late Contractor's Balance, I took the Whole upon myself, at a certain Loss, and thereby removed (as far as was in my Power) every Obstacle to the Cultivation.

Having but a small Capital of my own, I was consequently obliged to take up large Sums of Money at Interest; the Whole of which, together with the Advances I have received from Government, are now outstanding in the Country. Had the Season been favourable, I might have hoped to realize my Balances in Ophium, and to have reimbursed myself for the Expences I had been at, by the Premium allowed for an Encrease in the Quantity; but as the Severity of the Weather, by shortening Produce, has deprived me of those Advantages, and I can now expect to provide very little or nothing more than the Quantity for which I have contracted, I shall be involved in insuperable Difficulties, unless you are pleased to prolong my Engagements to a further Term; as the distressed Situation of the Ryotts must utterly disable them from paying my Balances, which if I were this Year to attempt the Collection of, would cause a general Desertion; a more favourable Season may enable them to discharge their Debts, and Experience having already taught them to confide in me, they will doubtless exert themselves in improving the future Cultivation, as they are sensible it is not my Desire, and would not in that Case be my Interest, to distress them.

The Facts here attested are of public Notoriety; and I am certain, upon Application being made to the Gentlemen of the Patna Council, will be confirmed by them. I should not, however, have troubled you with a Relation of these Circumstances, but rather have acquiesced in the Difficulties which unforeseen Accidents had brought upon me, were I not convinced, by Experience, of the dangerous Consequences ensuing from a Yearly Change of Contractors, which, with the greatest Deference, I beg Leave to lay before you, and at the same Time to point out the salutary Effects which may be experienced by prolonging the Management of this Business in the Hands of the same Person.

As the Extent and Improvement of the Poppy Cultivation solely depends on the Measures adopted by the Contractor, it is unquestionably his Interest (when his Engagements are for a long Term) to conduct himself with that Justice and Lenity which is the only Mode of conciliating the good Opinion and Confidence of the Ryotts, and thereby encouraging them to pay their whole and unremitted Attention to the Produce of their Lands; they will then, and not till then, heartily join with the Contractor in extending the Cultivation, and readily adopt any Mode which he may point out for the Improvement thereof. These happy Effects can never be experienced, while the Engagements are limited to One Year; the Contractor, having no future Object, finds it necessary to exact his utmost Dues from the Ryott, who, as he expects a new Master, his whole Attention is consequently bent on taking Advantage of the Ignorance and divided Authority of the new and old Contractors, whose Views and Interests being directly contrary, must constantly clash with and oppose each other; for the Contractor who makes Advances from September till the Month of March following, is not able to collect in the Whole of his Opium till the Beginning of the next Year, at which Time he must unavoidably have several Sums outstanding from different Ryotts, who have not completed their Engagements. The old Contractor will insist upon collecting these Balances; in consequence of which, the Ryott either absconds, or pays him the Advances which he has just received from the new Contractor to prepare his Land for the ensuing Crop; in either Case, not only the Cultivation, but the Revenue of the Country must considerably suffer.

The Manufacture of Opium is an Art which requires long Experience, joined with the most minute Attention, to become Master of. I had made it an Object of my particular Enquiries, long before I undertook my Contract; and am convinced that great Improvements may be made on the present Mode. This, however, cannot be hoped for, but by the continued Study and Observation of the same Contractor. The Manufacturers, accustomed to one established (though perhaps erroneous) Mode, will never of themselves change it; and though it is the Contractor's Interest to improve the Quality, yet this cannot be accomplished without many Experiments. A new Contractor takes Charge of his Business, totally ignorant of the Nature and Process of it, and before he has Time to become sufficiently acquainted with it, his Contract expires, which absolutely precludes all Possibility of Improvement in this Branch.

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If the Consideration of these Circumstances should induce you to extend my Contract to a longer Time, I shall make it my whole Study to realize the Expectations of Government, by a considerable Improvement in the Quality, and Encrease in the Quantity of the Opium.

I am, with the greatest Respect,
Honourable Sir and Sirs,
Your most obedient
humble Servant,
(Signed) Richard Griffith.

To the Honourable Warren Hastings, Esquire, Governor General, and the Council of Revenue.

Honourable Sir and Sirs,

The Season was so far advanced last Year before the Contract for the Rungpore, &c. Opium was signed, that my People did not arrive at the different Places where it is produced, till many Months after the Advances ought to have been made. This Circumstance will not only considerably affect the Quantity of Opium, but will subject me to great Loss, from the Preparations I made for fulfilling my Engagements with the Company. I sent out an Establishment for manufacturing 1,000 or 1,200 Chests; but the Lateness of the Season would not permit me to get Half that Quantity: When this extra Expence, therefore, comes to be added to the reduced Quantity, it will greatly enhance the Price. Besides all this, I run the Risque of still greater Loss by outstanding Balances, unless you shall be pleased to afford me Assistance.

I have spared no Expence of any Kind, but fear that still it will be impossible for me to procure a Quantity, in any Manner adequate to my Expectations, when I gave in Proposals for the Contract. At the same Time, I am still persuaded that the Quantity proposed, or even a greater, may be procured, if it shall please you to extend the Terms of the Contract for Three Years longer.

This is the proper Season for making Advances to any Advantage. My Contract does not expire till the 31st of December, and if a new Contract is entered into, and new People sent up, the Confusion and Loss to all Parties will be endless; but it will fall chiefly on the Company, in the unavoidable Distress and Ruin of the Ryotts.

This is so well set forth in a Letter from a Person on the Spot, that I hope you will pardon my taking the Liberty of enclosing a Copy. Every Inconvenience will be avoided by the proposed Prolongation; and the Board may rest secured, that every Chittack which I can procure, shall be most faithfully delivered to the Company.

I have the Honour to be, with the utmost Respect,
Honourable Sir and Sirs,
Your most obedient and most
humble Servant,
(Signed) J. Wilton.

Calcutta,
May 10th 1776.

EXTRACT of a Letter from Mr. Pagan at Purnea.

"I have already written you regarding the next Year's Contract. I have there said, that this is the "Season for making the Advances, if the Quantity is to be encreased, and that it may be encreased "to any Amount. I must now observe, that in the Advantages arising to Government in this En-"crease, is to be considered, not only the Profits they receive from the Sales, but also the additional "Revenue they receive from the Lands; as the Mulgarary paid on Opium Grounds is in most Places "upwards of Four Times more than that paid on any other Lands.

"Should Government be desirous of encreasing the Quantity of Opium, they must grant the Con-"tract for a Term of Years, so that the Contractor may be able to make Advances with an Eye to "Improvement, and he will find his Advantage in encouraging and protecting the Ryotts, whereas, a "Yearly Contractor will endeavour to make the most of it, without any View to Futurity; and as he "must inevitably have outstanding Balances, which his Successor may not chuse to take off, the "Ryotts of course must be distressed to pay them; whereas, had he the Contract for a Term of Years, "what they could not pay the first Season, they might work off the next, which would prevent the "Hardship and even Ruin of those Assamies, from whom Balances are collected in ready Money. "Authority ought also to be given the Contractor to protect the Ryotts from Oppression; to which "nothing would contribute so much, as allowing him to collect the Revenue on the Opium Grounds, "at the Rate at which it now stands in the Company's Books. As the Ryotts have nothing to pay "the Revenues with but what they receive from the Contractor, his deducting the Amount of the "Revenue from the Price of their Goods, and paying it to the Officers of Government, would be a "much easier and simpler Method of collecting it than the present; besides the immense Advantages "the Ryotts would receive in being freed from the Oppression of every Petty Zemindar, Mutsuddy, "&c. of Government, who collect under the Name of Customs, &c. a considerable Amount above "the real Mulgurraree, and who, the Instant they take a Picque against any of the Contractor's "People, confine the Assamies, under Pretence of collecting the Revenues, to the utter Ruin of their "Crops,

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"Crops, and of course the Loss of the Contractor's Advances. Should the Contractor's People interfere, any Deficiency in the Collections is then imputed to this Interposition."

Resolved, That the Application of the Opium Contractors is premature; that the Board will resolve on the Propriety of prolonging the Contracts, when they shall have had Experience of the Punctuality with which they have fulfilled their actual Engagements.

Ordered, That this Resolution be communicated to them by the Secretary.

APPENDIX, No 66.

EXTRACT of a Letter from the Governor General and Council of Bengal, in their Revenue Department, to the Court of Directors; dated the 18th November 1777.

OPIUM.

Par. 120. IN the 13th Paragraph of our Letter of the 20th September 1776, we informed you of our having continued the Contract for the Provision of this Article, with the Contractors of the preceding Year.

121. Mr. John Mackenzie having offered to provide this Article on the same Conditions as those Gentlemen, for the Term of Three Years, and to pay to Government, at the Close of every Year of his Contract, Ten thousand Sicca Rupees; on Condition, that if he should require larger Advances than the Half, which the Terms of the former Contractors entitle him to, he should receive the same at his Requisition, and that he would give sufficient Security for the Public Money.

122. We resolved therefore to grant the Contract to that Gentleman for Three Years certain, unless Orders from you shall be received within that Time, to relinquish your exclusive Property in the Trade of Opium, and to make it free; in which Case it is stipulated, that the Contract shall notwithstanding remain in Force till the Expiration of the current Year (included within the Months of October and September) and then cease.

123. Some Debate having arisen on a Motion made by General Clavering, that it should be a standing Rule of the Government, that all Contracts that might hereafter be made should be annulled, in case the Company might disapprove them; we beg Leave to refer you to our Proceedings of the 16th and 20th May.

124. The Board of Trade, in their Letter of the 23d May, thought it necessary to remonstrate against our Acceptance of Mr. Mackenzie's Proposals, for the Reasons therein stated; but as it was not without having duly and attentively weighed the Order that had been received from you, respecting the Provision of that Article, that we granted it by Contract to Mr. Mackenzie for the Space of Three Years; and as your Orders, under Date the 15th December 1775, were issued in consequence of a Reference formerly made to you upon this Subject, in which all the Arguments on both Sides of the Question were minutely detailed, we cannot suppose, that a Decision so formally passed, is likely to be repealed by you, by the Effect of a Recapitulation of their Pretensions; and did not think it necessary, therefore, on such Grounds, to insert the Clause, which they propose, that the Continuance of it should depend on your Orders.

APPENDIX, No 67.

EXTRACT of the Proceedings of the Governor General and Council at Fort William in Bengal, in their Revenue Department, the 16th May 1777.

READ the following Proposals from Mr. Mackenzie, for the Provision of the Opium of Bengal and Bahar.

Honourable Sir and Sirs,

Understanding that the Period of Time for which Messrs. Griffith and Wilton engaged to furnish the Article of Opium, is nearly expired, and having very attentively perused the Covenants entered into

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into between your Honourable Board and these Gentlemen, I with Deference submit the following Proposals, for providing the Opium, the Growth of the Provinces of Bengal and Bahar, to your Consideration:

1st. I will bind myself to deliver the full Quantity stipulated for by the present Contractors, at the same Rates, under the same Penalties, and in the same Mode, as is expressed in their several Contracts, for the Term of Three Years.

2d. I shall be entitled to an immediate Advance of One Half the Price on the Whole Quantity of Opium I engage to deliver within the Year.

3d. On the Close of every Year, I will pay into the Company's Treasury 10,000 Sicca Rupees, as a Consideration for my holding the Contract; and for this Condition, that if, in the Course of Business, I should require larger Advances than the One Half before-mentioned, the same shall be made at my Requisition, provided it be within the Total of the Sum to which the Opium I engage for amounts.

4th. I will give sufficient Security for the Public Monies I shall at any Time receive, and such other Securities as the present Contractors give.

Should these Proposals be accepted by your Honourable Board, they will not only give to the Company a nett Gain of 30,000 Sicca Rupees, and encrease the Quantity about 400 Chests a Year, but they will also enable me to improve the Quality, and protect the Ryotts, who, from every Information I have been able to obtain, suffer great Hardships and Distresses from a frequent Change of Contractors. Your granting me the exclusive Privilege of manufacturing the Opium for a Term of Years, will make it my Interest to cherish the Inhabitants; and Experience will teach them to confide in me, and likewise encourage them to apply themselves to the Culture of their Lands with Cheerfulness and Alacrity. These desirable Effects can never be felt, whilst they have a Yearly Change of Masters, as the Contractor, in that Case, confines his Study and Attention solely to temporary Advantages, without any View to future Improvement, or the Cultivation of this valuable Branch of Revenue.

If your Honourable Board should be pleased to approve of the foregoing Proposals, permit me to assure you, that I will exert myself to merit your Approbation, and that I shall invariably act upon a Plan of Moderation in making my Purchases, and shew every Indulgence in my Power to the Ryotts, to whom I am resolved to give a full Compensation for their Labour and Industry.

I have the Honour to be, with the greatest Respect,
Honourable Sir and Sirs,
Your most obedient and
most humble Servant,
(Signed) John Mackenzie.

Calcutta,
16th May 1777.

Agreed, That the Proposals of Mr. Mackenzie be accepted.

General Clavering,

I have always professed myself an Enemy to this Monopoly, as well as to that on Salt; and have never yielded my Assent to the Continuance of this, but from the clear Conviction that I have, that a Monopoly cannot be prevented, whilst the Company's Servants remain in the Provinces, vested with great Power and Influence; and from believing, that many of the Evils arising from a Monopoly, will not be experienced by its being in the Hands of an Individual, without Influence, controlled in the Exercise of his Authority by the Provincial Councils, or the Company's other Revenue Servants. I however do only agree to the giving Mr. Mackenzie the Term of Three Years, on the Two following Conditions: That the Company do not disapprove the Continuance of the Monopoly of Opium, and, That the Company's Right to make this Monopoly be not decided against them in the Supreme Court of Judicature within that Time.

Governor General,

I agree to the Proposals, with the Reservations expressed by the General; but propose this Amendment to them, That the Contract be granted for One Year certain, without any Exception; and for the Two last Years, with the Reservations expressed in the General's Minute.

Mr. Barwell,

I have already accepted Mr. Mackenzie's Proposals. I think General Clavering's Propositions to be, though not in express Terms, a Rejection of Mr. Mackenzie's Proposals. If the Company do not approve, or if the Court of Judicature decide against the Right of the Company to make a Monopoly, under these Circumstances, it is to be in the Option of the Board to annul the Contract that Mr. Mackenzie offers to engage in for the Provision and Manufacture of the Opium. I am against subjecting any Contractor to any Contingencies, that may give an Opening to any Member of the Board to move for a Dissolution of his Contract. The Nature of the one now before us is, for a certain Service, to be performed under certain Conditions; which Conditions are, the Payment of certain Sums of Money, and a Stipulation to exclude all, excepting the Person contracted with, from purchasing. If the Power does not exist in the Government to support him in the exclusive Privilege, the Contract from that Instant is annulled, not by the Choice of any Member of the Board, but by the superior Power of the Laws directing the Government, if in this Case, as I do not apprehend it will

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will be found, we are guilty of assuming an improper Privilege, and the Laws decide against us. I think the reservatory Clause "for the Approbation of the Company," is unusual. Did I see it in any other Contracts, or objected to on other Occasions, I should not remark upon it; if it is agreed to in the present Instance, I move that it be inserted in every Contract whatever that is not yet signed.

General Clavering,

I cannot conceive how my Acquiescence to the Proposal, with the Two Provisoes annexed, can be considered as the Rejection of the Proposal. If the Two Contingencies, against which I have excepted, do not happen, the Proposer will, with my Consent, enjoy an indisputable Right to his Contract for Three Years. In case those Contingencies do happen, I should be sorry to see this Government bound by any Tie against the Execution of the Company's Intentions, or to be subjected to a Penalty for the Non-performance of Conditions on their Part, which it will be no longer in their Power to fulfil. The Court of Directors have expressed, on so many Occasions, their Horror of Monopolies, and their Desire to encourage a general Freedom of Trade, that I do not despair, that whenever they can have Leisure to peruse with Attention the Records of this Government, they will devise some Means of securing the latter by destroying the former. No Obstacles therefore ought to be established by ourselves which may prevent the Execution of their Commands, should they arrive before the Expiration of the Contract. I not only agree to Mr. Barwell's Amendment to my Motion for this Contract, and any others that have not now been signed, being subjected to the Approbation of the Company; but I will go further, and propose, that it be made a standing Regulation of this Government, that all Contracts that may hereafter be made, shall be annulled in case the Company disapprove them. I introduced the Proviso of the Company's Right to make a Monopoly, being not decided against them, in order to secure the Company against a Penalty in case the Law decided against their Right of granting an exclusive Privilege. The Governor General and Council well know, that the Subject has been much expatiated upon by one of the Judges in the Court.

Governor General,

I beg Leave to amend my Opinion, and to offer the following Proposition in lieu of it:

That the Contract be granted to Mr. Mackenzie for Three Years certain, *unless Orders from the* Court of Directors shall be received within that Time *to relinquish their exclusive Property in the* Trade of Opium, and to make it free; in which Case, that it be stipulated that the Contract shall notwithstanding remain in Force till the Expiration of the current Year, included within the Months of October and September, and then cease.

Resolved, That the Contract be granted to Mr. Mackenzie for Three Years certain, unless Orders from the Court of Directors shall be received within that Time, to relinquish their exclusive Property in the Trade of Opium, and to make it free; in which Case, that it be stipulated that the Contract shall notwithstanding remain in Force till the Expiration of the current Year, included within the Months of October and September, and then cease.

Warren Hastings,
Richard Barwell.

EXTRACT of the Proceedings of the Governor General and Council, at Fort William in Bengal, in their Revenue Department, 20th May 1777.

Read and approved the Proceedings of the 16th Instant.

General Clavering,

Having proposed at the last Meeting, that a Clause should be inserted in Mr. Mackenzie's Contract, stipulating that it should be annulled in case the Company disapproved it; to which Mr. Barwell proposed an Amendment; viz. That the same Stipulation should be inserted in every Contract that was not yet signed; I now propose that it be made a Resolution of this Government, that every Contract which may be granted hereafter by the Governor General and Council, shall be subjected to the same Limitation, and liable to be annulled within   Months after the Receipt of any Orders or Instructions from the Court of Directors, disapproving of the same.

Mr. Barwell,

I think there is an Irregularity in reviving a Debate that has been formally closed on last Council Day, when no new Circumstances are set forth to influence a Re-consideration of the Subject. The Remark I made on the General's Proposition, was only to point out the Particularity of it, on the Occasion on which it was made; and in case it was agreed to, that the Rule should be general, and not partial, to operate on Mr. Mackenzie. The Governor General in this Debate amended his Opinion, and made a Proposition which was unanimously resolved, and precluded the Necessity of any further Discussion on the Introduction of a Novelty in the Engagements of this Government, not thought of but on the late Occasion. I see no Necessity for our debating a Rule to be adopted upon

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upon the Speculation of any Member of this Council, unless it springs out of some Matter that is already before the Board, or to be brought before the Board. At present there is nothing before the Board, and I therefore consider there is an Irregularity in reviving, as a Motion, what passed simply in the Course of the Debate of last Day. The Subject it related to is finally concluded. If therefore the General means to put any Question upon this, I shall move the previous Question.

General Clavering,
I understand that my Question is before the Board. They may do with it as they please.

Governor General.
As the Question proposed by the General is not put in explicit Terms, the Words, "shall be subjected to the same Limitation," leaving it to be collected from the Subject of the former Debate, to which it has no immediate Relation, I will desire the General's Permission to state it in the Terms of the Question, leaving out those Words, "that it be resolved, that every Contract which may be "granted hereafter by the Governor General and Council, shall be annulled within Months after "the Receipt of any Orders or Instructions from the Court of Directors, disapproving of the same."

General Clavering,
I thought my Question very clear before, and required no Elucidation; but provided it be agreed to, I am satisfied that the Governor General may have the Merit of the Amendment.

Governor General,
I did not mean it as an Amendment; I meant only to prevent Doubts in the Meaning of the Question: I therefore withdraw my Statement of it.

General Clavering,
I propose the Question in the Terms stated by the Governor.

Mr. Barwell,
I move the previous Question.

Mr. Francis,
When Contracts are granted for Terms exceeding One Year, I think a Clause of the Nature of that proposed by the General may be very necessary, otherwise I can foresee the Possibility that the whole Patronage of this Government, for many Years to come, may be appropriated by any one acting Administration. At least it ought not to be out of the Power of the Court of Directors to put a Limitation on the possible Abuse which a future Administration might make of the Powers vested in them to grant Contracts.

I say this abstractedly from any Fact whatsoever, and I desire it may be so considered. The Argument, as it appears to me, is so strong in favour of the General's Motion, that I should hope Mr. Barwell will not think it sufficiently answered by quashing the Question.

Mr. Barwell,
I acquiesce in the Force of Reasoning advanced by Mr. Francis, in Favour of the General's Motion; at the same Time I conceive much Inconvenience to this Government in adopting it literally as expressed by General Clavering. Any provisionary Clause in a Contract, ought to be of the Nature of the Amendment unanimously agreed to on the Occasion that has given Rise to this Debate. Neither in this Government, nor in the Company, should exist the Power of transferring at Pleasure the Rights an Individual may hold on certain Propositions, which are thought beneficial to Government, and once accepted. It is against this I have all along contended, and shall always contend. I was not at the Board, and therefore cannot positively affirm, when a Contract was granted for a longer Period, whether the Proposition now offered was suggested or not. The Company are fully acquainted, from Year to Year, of the Transactions of this Government, and I shall always with Deference regard the Degree of Controul they may be pleased to exercise; but I make no doubt they will both perceive the Reasonableness and the Propriety, when a Question is agitated that may be construed to arise from a partial Cause, that I adhere to my previous Question.

General Clavering,
My Proposition does not seem liable to any Inconveniency, unless the limiting the Powers of this Government, in Cases wherein they may abuse their Authority, may be considered as such.—I object to the previous Question.

Governor General,
I approve of the Principle of the Question, but I disapprove the Application of it to an universal Rule, because Cases may happen which may necessarily require the Extension of Contracts to a long Period; and whenever these Cases happen, I presume that the Board is competent to grant the Contracts, without such a Reservation as is expressed in the Question, and where the Necessity requires it, it will therefore become their Duty to grant them. I shall think, that for my own Part, I have performed my Duty to my Employers, if I conform to the Spirit of the proposed Rule, by adopting it in

6

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in the Determination of my own Opinion on all Proposals for Contracts which may be hereafter brought before the Board, and which do not necessarily require a longer Period, by limiting them to One or Two Years. I agree to the previous Question.

The previous Question is carried.

EXTRACT of Bengal Revenue Consultations, the 6th June 1777.

The Secretary delivers in the Contracts of Messrs. Griffith and Wilton, for the Provision of Opium of the present Year; which being executed by the Board,

Ordered, That the former be transmitted to Patna, to be executed by Mr. Griffith, and that Copies of both Contracts be entered after the Proceedings.

Articles of Agreement indented, had, made, concluded, and fully agreed upon, this First Day of March, in the Year of our Lord One thousand Seven hundred and Seventy-seven, between the Honourable the Governor General and Council of the Presidency of Fort William in Bengal, for and on the Part and Behalf of the Honourable the United Company of Merchants of England trading to the East Indies, of the one Part; and Richard Griffith, of Calcutta, at Fort William in Bengal, on the other Part, Witnesseth,

That the said Governor General and Council, on the Part and Behalf of the said United Company of Merchants of England trading to the East Indies, for and in consideration of the Covenants and Agreements hereinafter contained, on the Part of the said Richard Griffith to be performed and kept, do hereby for themselves, their Successors and Assigns, covenant, contract, promise and agree, to and with the said Richard Griffith, his Executors and Administrators, in Manner and Form following; that is to say: That they the said Governor General and Council, their Successors and Assigns, shall and will, so far as they lawfully may or can, support, maintain, and protect him the said Richard Griffith, his Executors and Administrators, in the exclusive Privilege of collecting and providing the Opium to be produced within the Province or District of Bahar, until the Thirty-first Day of August now next ensuing; and that he the said Richard Griffith, his Executors and Administrators, shall receive from them the said Governor General and Council, their Successors and Assigns, on Behalf of the said United Company of Merchants, all such Support and Assistance in the Premises as has been heretofore usually granted to his late Predecessors, the former Contractors for Opium within the Province or District aforesaid, and which they the said Governor General and Council can or may lawfully grant in the Premises; and also, that he the said Richard Griffith, his Executors and Administrators, shall receive and be paid, by or on Behalf of the said United Company, the Price or Sum of Ninety-five Sicca Rupees per Maund, for every Maund of Opium to be delivered by him and them, as hereinafter mentioned, and also Two Rupees and Half per Cent. on the net Proceeds of such Opium, at the Medium of the Sales thereof in Calcutta at Fort William aforesaid; and also, that he the said Richard Griffith, his Executors and Administrators, shall receive and be paid, by or on the Behalf of the said United Company, the Sum of Fifty Sicca Rupees for each Chest of Opium to be delivered by him and them, over and above the Quantity of Three thousand Six hundred and Sixty Maunds, covenanted to be delivered as hereinafter mentioned, as a Premium, and exclusive of, and over and above the said Price or Sum of Ninety-five Sicca Rupees per Maund, and Two Rupees and an Half per Cent. on the Medium of the Sales, covenanted to be paid to him as aforesaid; and further, that he the said Richard Griffith, his Executors and Administrators, shall receive and be paid, by or on the Behalf of the said United Company, One-half of the Amount of the Money to become due to him under and by virtue of these Presents, on Account of the said stipulated Quantity of Three thousand Six hundred and Sixty Maunds of Opium, at the Rate or Price aforesaid, in Advance, so soon after the Execution of these Presents as the same conveniently may be, and the other Half of the said Amount in Manner following; that is to say, One-fourth Part of the Amount of each Chest at the Time of the Delivery thereof, manufactured, at Patna, as hereinafter mentioned, and the remaining Fourth Part of the whole Amount of the said stipulated Quantity, at the Time of the final Adjustment of the Accounts of the said Richard Griffith with the said Governor General and Council, concerning these Presents, and the said Quantity of Opium hereby contracted to be provided: And the said Richard Griffith, for and in Consideration of such Covenants and Agreements by the said Governor General and Council, on Behalf of the said United Company as aforesaid, and for other good Causes and Considerations him thereunto moving, he the said Richard Griffith doth hereby, for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree to and with the said Governor General and Council, their Successors and Assigns, on Behalf of the said United Company of Merchants of England, their Successors and Assigns, in Manner and Form following; that is to say, That he the said Richard Griffith, his Executors and Administrators, shall and will, by himself and themselves, and his and their respective Agents, collect, procure, and provide, within the Province and District of Bahar, within the Time limited aforesaid, so much and such Quantity of Opium as can or may be lawfully and reasonably collected, procured, and provided within the same Province or District; and shall and will respectively use his and their best and utmost Endeavours in collecting, procuring, and providing the same; and also shall and will well and truly deliver, or cause to be delivered, on Behalf of the said United Company, unto the Chief and Provincial Council or Committee of Revenue at Patna for the Time being, or unto such Person or Persons, and at such Place and Places respectively, within the District or Division

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ſion committed to their Charge, as they ſhall from Time to Time nominate and appoint for that Purpoſe, the Whole and every Part and Parcel of the ſaid Opium to be collected, procured, and provided as aforeſaid, in its crude State, and ſhall and will well and ſufficiently manufacture, or cauſe and procure ſuch Opium to be manufactured, at ſuch Places reſpectively, and under and ſubject to the Superintendance, Controul, and Direction of ſuch Perſon or Perſons particularly, as the ſaid Chief and Provincial Council or Committee of Revenue at Patna aforeſaid ſhall from Time to Time appoint for that Purpoſe, free and clear of every Expence, Coſt, and Charge whatſoever, ſave the Price or Sum hereinbefore covenanted and agreed to be paid to him for the ſame; and alſo, that he the ſaid Richard Griffith, his Executors, Adminiſtrators, and Aſſigns, ſhall and will, on or before the Thirty-firſt Day of December now next enſuing, well and truly deliver, or cauſe to be delivered, in Manner aforeſaid, Three thouſand Six hundred and Sixty Maunds of Opium, of the beſt or prime Quality, equal at leaſt in Quality to the prime or beſt Opium of the Dutch Eaſt India Company, to be by them made during the Term aforeſaid, at and for the ſaid Price or Sum of Ninety-five Sicca Rupees per Maund, to be payable and paid in Manner hereinbefore mentioned, over and above the ſaid Sum of Two Rupees and an Half per Cent. on the net Proceeds of the Medium of the Sale of the ſaid Opium in Calcutta as aforeſaid, and the Whole of the Surplus Opium over and above the Quantity aforeſaid, at the Price and upon the Terms hereinbefore mentioned and contained: And the ſaid Richard Griffith further covenants and agrees to and with the Honourable the Governor General and Council, their Succeſſors and Aſſigns, that he will not make any Advances to the Ryotts, for the Purpoſe of collecting Opium, after the Fifteenth Day of May now next enſuing; and alſo, in caſe he the ſaid Richard Griffith, his Executors or Adminiſtrators, ſhall make Default, fail, or be deficient in the Delivery of the ſaid ſtipulated Quantity of Three thouſand Six hundred and Sixty Maunds of Opium, within the Term aforeſaid, that then and in ſuch Caſe he the ſaid Richard Griffith, his Executors and Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid Governor General and Council, on Behalf of the ſaid United Company of Merchants of England, the full and juſt Sum of Three hundred Sicca Rupees, over and above and excluſive of the Money hereinbefore covenanted and agreed be paid to him in Advance as aforeſaid, for each Cheſt of Opium which he ſhall make Default, fail, or be deficient in the Delivery of as aforeſaid, as and for ſtated Damages hereby agreed to be paid on account of ſuch ſhort Delivery; and alſo, that he the ſaid Richard Griffith, his Executors and Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid Governor General and Council, the Sum of Seven hundred and Fifty Sicca Rupees for each and every Cheſt of Opium which they ſhall ſell, barter, or in any Manner, directly or indirectly, diſpoſe of, or deliver to any Perſon or Perſons whatſoever, other and except the ſaid Governor General and Council, their Succeſſors and Aſſigns, as and for ſtated Damages, hereby alſo agreed to be paid as aforeſaid, any Cauſe, Excuſe, or Pretence whatſoever, to the contrary hereof in anywiſe notwithſtanding.

And laſtly, The ſaid Richard Griffith doth for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, further undertake, promiſe, and agree to and with the ſaid United Company, their Succeſſors and Aſſigns, that he the ſaid Richard Griffith, his Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid United Company, their Succeſſors and Aſſigns, ſuch Duties upon all the Opium imported by him from Ghazipore, the Diſtrict of the Rajah of Benares, or the Province of Oude, which are paid by other common Adventurers. In Witneſs whereof, the Governor General and Council of the Preſidency of Fort William in Bengal aforeſaid, have hereunto ſet their Hands, and the Common Seal of the ſaid United Company; and the ſaid Richard Griffith hath alſo hereunto ſet his Hand and Seal, the Day and Year firſt above written.

Sealed and delivered (where no Stamps are in uſe or to be had) in Preſence of

(Signed) Iſaac Baugh,
Rd Sumner.

(Signed) Warren Haſtings,
J. Clavering,
Richard Barwell,
P. Francis.

Articles of Agreement indented, had, made, concluded, and fully agreed upon, this Firſt Day of March, in the Year of our Lord Chriſt One thouſand Seven hundred and Seventy-ſeven, between the Honourable the Governor General and Council of the Preſidency of Fort William in Bengal, for and on the Part and Behalf of the Honourable the United Company of Merchants of England trading to the Eaſt Indies, of the one Part; and John Wilton, of Calcutta, at Fort William aforeſaid, Gentleman, of the other Part, Witneſſeth,

That the ſaid Governor General and Council, on the Part and Behalf of the ſaid United Company of Merchants of England trading to the Eaſt Indies, for and in Conſideration of the Covenants and Agreements hereinafter contained, on the Part of the ſaid John Wilton to be performed and kept, do hereby for themſelves, their Succeſſors and Aſſigns, covenant, contract, promiſe, and agree to and with the ſaid John Wilton, his Executors and Adminiſtrators, in Manner and Form following; that is to ſay,

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say, That they the said Governor General and Council, their Successors and Assigns, shall and will, so far as they lawfully may and can, support, maintain, and protect him the said John Wilton, his Executors and Administrators, in the exclusive Privilege of collecting and providing the Opium, to be produced within the Provinces or Districts of Boglepore, Havelly, Mangheer, Purnea, Rungpore, and Baharbund, until the Thirty-first Day of August now next ensuing; and that he the said John Wilton, his Executors and Administrators, shall receive from them the said Governor General and Council, their Successors and Assigns, on Behalf of the said United Company of Merchants, all such Support and Assistance in the Premises as has been heretofore usually granted to his late Predecessors, the former Contractors for Opium, within the Provinces or Districts aforesaid, and which they the said Governor General and Council can or may lawfully grant in the Premises; and also, that he the said John Wilton, his Executors and Administrators, shall receive and be paid, by or on Behalf of the said United Company, the Sum of One hundred and Twenty Sicca Rupees per Maund, for every Maund of Opium to be delivered by him or them as hereinafter mentioned; and also, that he the said John Wilton shall receive and be paid, from or on Behalf of the said United Company, an Interest after the Rate of Twelve per Cent. upon the extra Advance to be made by him and them, for or upon all Opium to be delivered by him or them over and above the Quantity of One thousand Chests, or Two thousand Maunds, covenanted to be delivered as hereinafter mentioned, exclusive of, and over and above the said Price or Sum of, One hundred and Twenty Sicca Rupees per Maund; and that he the said John Wilton, his Executors and Administrators, shall receive and be paid One-half of the Amount of the Money to become due to him under and by virtue of these Presents, on account of the said stipulated Quantity of One thousand Chests or Two thousand Maunds of Opium, at the Rate or Price aforesaid, in Advance, as soon after the Execution of these Presents as the same conveniently may be; and the other Half of the said Amount in Manner; that is to say, One-fourth Part of the Amount of each Chest, at the Time of the Delivery thereof, manufactured as hereinafter mentioned, and the remaining Fourth Part of the whole Amount of the said stipulated Quantity, at the Time of the final Adjustment of the Accounts of the said John Wilton with the said Governor General and Council, concerning these Presents and the said Quantity of Opium hereby contracted to be provided: And the said John Wilton, for and in Consideration of such Covenants and Agreements, by the said Governor General and Council, for and on the Part and Behalf of the said United Company as aforesaid, and for other good Causes and Considerations him thereunto moving, he the said John Wilton doth hereby for himself, his Heirs, Executors, and Administrators, covenant, contract, promise, and agree, to and with the said Governor General and Council, their Successors and Assigns, on Behalf of the said United Company of Merchants of England, their Successors and Assigns, in Manner and Form following; that is to say, That he the said John Wilton, his Executors and Administrators, shall and will, by himself and themselves, and his and their respective Agents, collect, procure, and provide, within the Provinces or Districts of Boglepore, Havelly, Mangheer, Purnea, Rungpore, and Baharbund, and each and every of them as aforesaid, within the Time limited as aforesaid, so much and such Quantity of Opium as can or may be lawfully and reasonably collected, procured, and provided within the same Provinces or Districts respectively, and shall and will respectively use his and their best and utmost Endeavours in collecting, procuring, and providing the same; and also shall and will well and truly deliver, or cause to be delivered, on Behalf of the said United Company, unto the Chief and Provincial Council of Revenue at Dinagepore for the Time being, or unto such Person or Persons as the said Chief and Council shall nominate and appoint, such Quantity of Opium, to be so provided as aforesaid, at such several and respective Places as hereinafter are mentioned; that is to say, The Opium produced or to be produced, during such Time as aforesaid, in the Districts of Rungpore, Baharbund, and Dinagepore, shall be delivered by the said John Wilton, his Executors, Administrators, Agents, or Servants, at Malda; the Opium produced or to be produced, during such Time as aforesaid, in the District of Purnea, shall be delivered by the said John Wilton, his Executors, Administrators, Agents, or Servants, at Purnea; and the Opium produced or to be produced, as aforesaid, in the Districts of Mangheer and Boglepore, shall be delivered by the said John Wilton, his Executors, Administrators, Agents, or Servants, at Boglepore; the Whole and every Part and Parcel of the Opium to be from Time to Time collected, procured, and provided in the said Provinces or Districts of Purnea, Rungpore, and Baharbund, in its crude State; and the Whole and every Part and Parcel of the Opium to be collected, procured, and provided, during the Term aforesaid, within the said Provinces of Boglepore and Havelly, Mangheer, in its crude State, unto the Superintendant of the said United Company's Collections at Mangheer, or unto such Person and Persons as such Superintendant shall appoint for that Purpose; and shall and will well and sufficiently manufacture, or cause and procure such Opium to be delivered as aforesaid, to be manufactured, under and subject to the Superintendance, Controul, and Direction of such Person and Persons as the said Chief and Provincial Council or Committee of Revenue, and the said Chief of the said Collections, shall respectively from Time to Time appoint for that Purpose, free and clear of every Expence, Cost, and Charge, whatsoever, save the Price or Sum hereinbefore covenanted and agreed to be paid for the same; and also, that he the said John Wilton, his Executors, Administrators, and Assigns, shall and will well and truly deliver, or cause to be delivered, in Manner aforesaid, on or before the Thirty-first Day of December now next ensuing, One thousand Chests or Two thousand Maunds of Opium, at and for the said Price or Sum of One hundred and Twenty Sicca Rupees per Maund, to be payable and paid in Manner hereinbefore mentioned; and the Whole of the Surplus Opium, over and above the Quantity aforesaid, at the Price and upon the Terms hereinbefore contained; and lastly, he the said John Wilton doth hereby covenant and agree

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agree to and with the Honourable the Governor General and Council, their Successors and Assigns, that he will not make any Advance to the Ryotts, for the Purpose of collecting Opium, after the Fifteenth Day of May now next ensuing. In Witness whereof the said Honourable the Governor General and Council, on Behalf of the Honourable the United East India Company, have to these Presents put their Hands and the Seal of the said United Company of Merchants, and the said John Wilton to these Presents has likewise put his Hand and Seal, the Day and Year first above written.

(Signed) Warren Hastings, J. Clavering, Rich^d Barwell, P. Francis.

Sealed and delivered (where no Stamps are in use or to be had) in the Presence of

(Signed) Isaac Baugh, R^d Sumner.

APPENDIX, N° 68.

EXTRACT of the Proceedings of the Governor General and Council of Bengal, in their Revenue Department, 10th June 1777.

Extract of a Letter from the President and Members of the Board of Trade, dated 23d May 1777.

WE think it necessary to recommend to your Observation the accompanying Report, made to us by our Agent, for receiving the Bengal Opium of 269 Chests of the Rungpore Provision, lately arrived here.

We are informed, by general Report, that the Provision of all the Opium in the Bahar Province, and in the Mongheer, Boglepore, Rungpore, &c. Districts, is given to Mr. Mackenzie, by Contract, for the Term of Three Years.

Should this be really the Case, we deem ourselves indispensably obliged to remonstrate against the Measure, for the following Reasons: First, Because we have addressed the Honourable the Court of Directors, through the Channel of your Board, soliciting their Orders, to take the sole Management of this Business into our Hands, as an Article of Commerce; and therefore imagine it would have been better to have waited their Answer, instead of adopting, in the mean Time, a Measure, which takes it for granted that our Proposal will be rejected.

Because if the Honourable Company should approve of our Proposal, and, in consequence, instruct us to take the entire Management of the Opium Business, it will be out of our Power to carry their Orders into Execution, till the Expiration of the Three Years, which we understand to be the Term of Mr. Mackenzie's Contract; and we apprehend, that at least a Clause should be inserted in the Contract, making the Continuance of itdependant on the Orders of the Court of Directors.

We could have wished you had indulged us with Notice of your Intention, previous to the Acceptance of Terms for the Provision of Opium for so long a Period; or that Publication thereof had been made; as we should then have had it in our Power to make such timely Representations to you on the Subject, as might, perhaps, have induced you to lay aside the Measure until the Company's Pleasure regarding this Article should be finally known.

Permit us to request you will not infer from this Address, that we mean to animadvert, in any Respect, on a Proceeding of yours, further than as we think it has Relation to our Department.

REPORT from Mr. Peter John Flor.

In conformity to the Directions of William Aldersey, Esquire, President, &c. Gentlemen of the Board of Trade, I have examined Two hundred and Sixty-nine Chests of Rungpore Opium, received from the Provincial Council of Dinagepore, and this Day dispatched by me to the Presidency, on account of the Honourable Company. From repeated Trials, there appears a very small Portion of the Gum Resin, which constitutes the essential Characteristic of genuine Opium: But I find, after Solution, a gritty Sediment, partaking of a sour fermented Scent, which indicates a Mixture of a farinaceous vegetable Substance, foreign to the Juice of the Poppy; and I apprehend this heterogeneous Mixture will materially affect the Sales, as well as the Weight of this Opium.

Rungpore, the 1st April 1777. (Signed) Peter John Flor.

A true Copy.
(Signed) Cha. Grant, Secretary.

EXTRACT

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EXTRACT of Letter to the President and Members of the Board of Trade.

We think the Bengal Opium, when it arrives in Calcutta, should undergo a strict Examination, by Commissioners appointed for that Purpose by your Board and the Contractor.

It was not without having duly and attentively weighed the Orders that have been already received from the Court of Directors, respecting the Provision of Opium, that we granted it by Contract to Mr. Mackenzie for the Space of Three Years. Their Orders, under Date the 15th December 1775, and 41st Paragraph, were issued in consequence of a Reference formerly made to them upon this Subject, in which all the Arguments on both Sides of the Question were minutely detailed; we cannot therefore suppose, that a Decision so formally passed can be repealed by the Effect of any Recapitulation which you may have made of your Pretensions; nor can we, on such Grounds, insert the Clause which you propose.

Ordered, That the Secretary do acquaint the Contractor, of the Report made by the Agent of the Board of Trade for receiving the Bengal Opium, and of the Answer given to that Board upon the Subject.

APPENDIX, N° 69.

EXTRACT of the Proceedings of the Governor General and Council, in their Revenue Department, in Bengal, 1st August 1777.

READ the following Letter from Mr. Mackenzie:

Honourable Sir and Gentlemen,

Some Time ago I was honoured with your Commands, through your Secretary, acquainting me that you had accepted my Proposals for providing Opium in the Provinces of Bengal and Bahar, subject, however, to the Approbation of the Honourable Court of Directors; in Answer to which, I beg Leave to inform you, that I agree to such Reservation, and request you will be pleased to order the Covenants to be prepared accordingly: I at the same Time entreat, that you will cause the usual Regulations and Prohibitions to be promulgated throughout the Provinces; and that you will direct your Provincial Councils to afford me and my Agents the same Support, in the exclusive Privilege of purchasing Opium, as has been given to the late Contractors. I also request it may be recommended to the Rajah Cheyt Sing, to afford me all reasonable Assistance, in facilitating the Trade, and to countenance and protect such Agents as I may find it necessary to send into his Districts of Naipore and Gauzipore, for the Purpose of making Purchases.

I have the Honour to be, with the greatest Respect,

Calcutta, 22d July 1777.

Honourable Sir and Gentlemen, &c.

(Signed) John Mackenzie.

Ordered, That the Contract with Mr. Mackenzie be prepared.

Ordered, That the Secretary do inform him, that Orders will be given to the Provincial Councils of Dinagepore and Patna, and to the Superintendant of the Collections at Mongheer, to make Mr. Mackenzie the Advances agreeably to the Terms of his Contract, on his Application to them, after the Period when his Contract commences; and to afford his Agents the same Support in the exclusive Privilege of purchasing Opium, as has been given to the late Contractors:

That as Mr. Mackenzie is not entitled, by the Terms of his Contract, to any particular Privilege in procuring Opium in the Districts of Niapore and Gauzipore, the Board do not think proper to comply with his Request, with respect to the Provision of that Article in those Districts.

It being stated by a Member of the Board, that in or about the Month of January 1776, a considerable Tract of Land in the Neighbourhood of Ghya was covered with green Corn, which would have been fit to cut in about a Month or six Weeks; that this Corn was suddenly cut down, in order that the Land might be prepared for the immediate Cultivation of Poppies; and that some English Gentlemen were on the Spot, who were Witnesses of the Fact, and heard the universal Complaints of the Ryotts and Farmers on this Occasion;

Resolved, That this Representation be communicated to the Provincial Council of Patna, with the following Letter:

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To Mr. Ewan Law, Chief, &c. Provincial Council of Revenue at Patna.

Gentlemen,

Having thought proper to grant Mr. John Mackenzie the exclusive Privilege of providing the Ophium produced in the Province of Bahar, after the Expiration of Mr. Griffith's Contract, the 31st of this Month, subject to the same Regulations on which it is now held by Mr. Griffith, we direct that you advance to Mr. Mackenzie, or his Agent, on his Application, One Half of the Amount of his Contract; and if, in the Course of Business, he should require larger Advances than the Half beforementioned, the same is to be made at his Requisition, provided it be within the Total of the Sum to which the Ophium he engages for amounts to.

We direct also, That on the Commencement of Mr. Mackenzie's Contract, you do make the usual Publication, notifying the same to the Zemindars and others within your District. For your further Information, we have directed our Secretary to forward to you a Copy of the Contract, as soon as it shall be executed; you will accordingly afford that Gentleman, and his Agents, the same Support in the exclusive Privilege of purchasing Ophium, as has been given to the late Contractor.

It having been intimated to us, by good Authority, that in or about the Month of January 1776, a considerable Tract of Land in the Neighbourhood of Ghya was covered with green Corn, which would have been fit to cut in about a Month or Six Weeks; that this Corn was suddenly cut down, in order that the Land might be prepared for the immediate Cultivation of Poppy; and that some English Gentlemen were on the Spot, who were Witnesses of the Fact, and heard the universal Complaints of the Ryotts and Farmers on this Occasion: We enjoin you strictly to adhere to the former Instructions, by which you are directed to prevent any Force or Compulsion whatsoever being used over the Ryotts, to oblige them to cultivate the Poppy in preference to any other Article; and if we hear of a Violation of these Orders, through any other Channel than yourselves, we shall consider you as directly responsible to us for it.

We are, &c.

Fort William,
1st August 1777.

The first Paragraphs to Dinagepore and Boglepore; altering the Words " Bahar to " Bengal," and the Name of " Griffith" to " Wilton."

EXTRACT of the Proceedings of the Provincial Council at Patna; the 4th September 1777.

Extract of the Answer to the Letter from the Governor General and Council at Calcutta, to the Provincial Council at Patna, dated 1st August 1782.

To the Honourable Warren Hastings, Esquire, Governor General, and Council, in their Revenue Department, Fort William.

Honourable Sir and Sirs,

We have been honoured with your Two Letters of the * 10th July and 26th August; the first acquainting us, that you had granted to Mr. John Mackenzie the exclusive Privilege of providing the Opium of this Province, and directing us to make Advances to him or his Agents on their Application; and that the usual Publication should be made to the Zemindars; and that we should be careful to prevent Force in the Cultivation of the Poppy.

* This appears to be a wrong Date; there is no Letter to Patna dated 10th July; and the Provincial Council's of Patna, is certainly a Reply to that of the Governor General and Council, dated 1st August 1777.

APPENDIX, N° 70.

OPHIUM CONTRACT.

EXTRACT of the Company's Letter to Bengal, dated 23d December 1778.

Par. 86. IN the 77th Paragraph of our Letter, dated the 24th of December 1776, we authorized you to abolish the Monopoly of Ophium, in case you should be of Opinion it would contribute in any great Degree to the Relief of the Natives; and in such Case you were to reserve a reasonable Duty thereon to the Company.

87. Concerning the Contract granted to Mr. Mackenzie, for the Provision of Ophium for Three Years (unless the Company shall within that Time relinquish their exclusive Property in the Trade) we remark generally, that if any Means could be devised to prevent the Monopoly of Ophium, and at the same Time to secure a proper Revenue to the Company from that Article, we still prefer the opening of the Trade; but we find it repeatedly urged on your Proceedings, " *That a Monopoly of* " *Ophium*

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"*Ophium cannot be* prevented; that it will exist in spite of every Effort of Government to abolish it:*" And if this be true, we must of Necessity consider it as an Evil to which no adequate Remedy can be applied, and acquiesce in giving the Company a Preference, which may be less oppressive in their Hands than in those of Individuals.

88. We observe Mr. Mackenzie's Offer was, to pay 10,000 Sicca Rupees per Annum, as a Consideration for holding the Ophium Contract on the Terms of his Predecessors, and of being indulged with such additional Advances of Money as he might require. These Proposals you accept, without acquainting the former Contractor, or any other Person, with the Terms therein contained; but after Two Years Experience of providing Ophium by Contract, you should have ascertained, by advertising for other Proposals, whether the Price thitherto paid to the Contractor had been reasonable, or whether any other respectable Person would engage to provide it on Terms more advantageous to the Company; and as you acted otherwise, and, so far as appears to us, concluded a Contract of great Importance, without advertising for Proposals, or making previous Enquiries necessary to guide your Judgment therein, and to warrant the Measure, we therefore must disapprove your Conduct on that Occasion. Rev. Conf. 16th May 1777, Fol. 594.

* See General Clavering's Minutes on Revenue Consultations, 3d September 1776, Fol. 867. and 16th May 1777, Fol. 595.

APPENDIX, N° 71.

EXTRACT of Bengal Revenue Consultations, the 16th March 1781.

THE following Minute from the Governor General having been delivered on the 13th of this Month, is here recorded, together with the Board's Resolution in consequence.

As the present is the Season for making Advances to the Cultivators of the Opium Lands, and that the Contract has been annually settled, the Governor General recommends, that it may be granted to Mr. Stephen Sulivan: And to indemnify the Contractor for any Losses which he may eventually sustain in the Provision of this Article, by any Disturbances that may happen in the Bahar Province, in consequence of the present Situation of our Affairs, he further recommends, that the Contract may be granted for the Term of Four Years, from the 1st of next September, on the Conditions of the present Contract.

Agreed, That the Contract for the Provision of the Opium produced in the Provinces of Bengal and Bahar, be granted to Mr. Stephen Sulivan, for the Term of Four Years, commencing from the 1st of next September, on the same Conditions as it is held by Mr. Mackenzie, the present Contractor.

Ordered, That the necessary Deeds be accordingly drawn up by the Company's Attorney.

APPENDIX, N° 72.

EXTRACT of Bengal Revenue Consultations, the 22d May 1781.

NO Penalty having been yet settled for the Contract granted to Mr. Sulivan, for the Provision of Opium in the Province of Bengal and Bahar;

Agreed, That it be limited to Two Lacks of Current Rupees;

The Board being of Opinion, that if it was fixed in Proportion to the Penalty annexed to the present Contract, the Magnitude of the Sum would defeat the Intent of the Stipulation, by preventing the Penalty being exacted in case of a Breach on the Part of the Contractor.

Ordered, That Mr. Sulivan be called on for the Names of his Securities.

EXTRACT of Bengal Revenue Consultations, the 25th May 1781.

The following Letter from the Company's Attorney, accompanied with the Draft of Mr. Sulivan's Contract for the Provision of Opium, together with the Secretary's Remarks thereon, having been circulated for the Board's Orders, the Governor General added the Observations annexed, to which Mr. Wheler having subscribed, Orders were issued accordingly to the Company's Attorney.

To

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To Isaac Baugh, Esquire, Secretary, &c.

Sir,

Agreeable to the Instructions contained in your Letter of the 28th ultimo, I have prepared the Draft of Mr. Sulivan's Contract with the Honourable Company for the Provision of Opium; which having been laid before Mr. Newman, and revised by him, I have now the Pleasure to send inclosed, that it may be laid before the Honourable Board for their Approbation.

I am, &c.

Calcutta, 10th April 1781. (Signed) Geo. Wroughton.

The Secretary having compared the Draft of Mr. Sulivan's Contract for the Provision of Opium with that of Mr. Mackenzie, the present Contractor, for the same Article, submits the following Remarks thereon, for the Orders of the Board.

Secretary's Remarks.	Governor General's Observations.
1st. Mr. Sulivan's Contract expresses its being made with the United Company; Mr. Mackenzie's by the Governor General and Council, on their Part.	It must express that it is made by the Governor General and Council, on the Behalf of the Company, not by the Company.
2d. Mr. Sulivan's Contract is said to be founded, in like Manner with the other, on certain written Proposals made by him; whereas none such have been made.	This Reference must therefore be omitted.
3d. Mr. Sulivan proposes, that the Opium shall be delivered by him to the Company's Servants at the Khalsa, with such Allowance for transporting it as was given to the former Contractor—It was formerly covenanted to be delivered to the Provincial Councils, and there is no Mention of any Allowance for the Expence.	The Opium is to be delivered at the Khalsa, as it is by the present Contractor, who, as I recollect, is allowed the Charge of transporting it by an Order of the Board. This Allowance, whatever it be, should be expressed.
4th. Mr. Sulivan objects to the Clause in Mr. Mackenzie's Contract, rendering it liable to be determined by Orders from the Company.	This is now unnecessary; it was intended to give Time for the Effect of an Appeal to the Court of Directors, who have approved the Contract.

EXTRACT of Bengal Revenue Consultations, the 5th June 1781.

The Secretary observes to the Board, that Two Blanks have been left in the Opium Contract, and for the Allowance to be made to the Contractor for transporting the Bengal Opium to Calcutta. The Secretary does not find, on Examination of the Proceedings, any Resolution authorizing Mr. Mackenzie, the present Contractor, to draw an Allowance for this Service; but he lays before the Board an Account Current between the Company and that Contractor's Agent at Patna, dated the 14th of last January; in which there appears a Charge on this Account of 10 Current Rupees per Chest; likewise an Account of Opium manufactured and dispatched in the Year 1776, from Boglepore, which shews that rather more than this Sum was drawn for every Chest packed and transported from thence. From the other Districts in Bengal, viz. Purnea, Rungpore, &c. the Expence of Transportation must have been greater, as the Opium was carried over Land some Distance before it could be dispatched, whereas Boglepore is upon the Confines of the River.

Agreed, That an Allowance of 10 Current Rupees be made to the Contractor, for the Expence of Delivery of every Chest, with Contingencies, both of the Bengal and Bahar Opium; and that the Blanks in the Deeds be filled accordingly.

There being no longer Occasion for Inspectors to superintend the Manufacture of the Opium delivered by the Contractor, since the Reasons which induced the Board to appoint those Officers no longer exist;

Resolved, That their Appointments be abolished; and,

Ordered, That this Resolution be communicated to them by the Secretary.

The Clause in the Contract referring to the above Officers is accordingly omitted; and it is expressed generally, that on the Arrival of the Opium at Calcutta, it shall be subject to the Inspection and Controul of such Persons as the Governor General and Council may appoint for that Purpose.

The Contract being now executed by the Board;

Ordered, That a Copy thereof be entered after this Day's Proceedings; and

Agreed, That the following Letter be written to the different Chiefs and Collectors in whose Districts the Opium is manufactured:

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To Mr. William Maxwell, Chief of the Revenue Department at Patna.

Sir,

Having concluded a Contract with Mr. Stephen Sulivan for the Provision of the Opium produced in the Provinces of Bengal and Bahar, for the Term of Four Years, from the First of next September, on the same Conditions as it is now held by Mr. Mackenzie; we desire you will make the usual Publication, notifying this Grant to the Zemindars and others within your Division, on the Commencement of it; and afford Mr. Sulivan and his Agents the same Support in the exclusive Privilege of manufacturing Opium, as has been given to Mr. Mackenzie.

You will also observe, that all Orders which have been transmitted to the late Provincial Council at your Station, relative to the present Contractor and his Agents, are equally in force with respect to the new Contractor and his Agents.

As the Contractor is now entrusted with the packing and dispatching of the Opium immediately to the Presidency, it has been stipulated in the Agreement, that he shall be entitled to an Allowance of Ten Current Rupees for the Delivery of every Chest.

The Reasons which induced us to appoint Inspectors, for superintending the Manufacture of the Opium delivered by the Contractor, no longer existing, we have thought proper to abolish those Offices.

Fort William,
5th June 1781.

We are, &c.

The same to Mr. Edward Fenwick, Chief of the Revenue Department at Purnea.
——— to Mr. Augustus Cleveland, Collector of Boglepore.
——— to Mr. Richard Goodlad, Collector of Rungpore.

In the Letter to the Collectors, "Districts" to be inserted instead of "Division" in the First Paragraph, and "you" instead of "late Provincial Council at your Station."

ARTICLES of Agreement indented, had, made, concluded, and fully agreed upon, this Fifth Day of June in the Year of Christ One thousand Seven hundred and Eighty-one, between the Governor General and Council of the Presidency of Fort William in Bengal, on the Behalf of the United Company of Merchants of England trading to the East Indies, of the one Part; and Stephen Sulivan, of Fort William aforesaid, Gentleman, of the other Part; in Manner and Form following; that is to say,

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Whereas it is agreed between the said Stephen Sulivan and the said Governor General and Council of the Presidency of Fort William, on Behalf of the said United Company, that the said Stephen Sulivan shall supply the said United Company, during the Space of Four Years, from the First Day of September next, with the several certain Annual Quantities of Opium hereinafter mentioned; that is to say, with Two thousand Maunds per Year, to be made at the several Places hereinafter mentioned in the Province of Bengal, and Three thousand Six hundred and Sixty Maunds per Year, to be made in the Province of Bahar, together with such further Quantities as can be provided in each Year, in each of the said Provinces, on being paid for the same at the Rates and Prices hereinafter mentioned; and that an Advance shall be made to the said Stephen Sulivan, by the said United Company, and at the Commencement of each Year, for Half the Price of the Opium which he is annually to be bound to deliver, as is hereinafter mentioned; and that in case, during the Course of the Business in any One Year, the said Stephen Sulivan shall stand in Need of greater Advances than the Half of such Amount, that then such further Advances shall be made to him by the said United Company as he shall require; provided the same whole Advances shall not exceed the total Amount of the Opium to be delivered in such Year at the Price contracted for; and also, that the said Stephen Sulivan, in consideration of the said Contract and Agreement so made as aforesaid, and that the said Governor General and Council have agreed to assist and protect the said Stephen Sulivan in the exclusive Right of providing the Opium which can be made in such Provinces aforesaid, as far as they lawfully may or can, shall pay to the said United Company an Annual Sum of Ten thousand Sicca Rupees, in such Manner and at such Times as is hereinafter mentioned: Now these Presents witness, That the said United Company, in consideration of such Sum of Ten thousand Sicca Rupees, to be paid as aforesaid, and of the Covenants and Agreements hereinafter contained, on the Part and Behalf of the said Stephen Sulivan to be performed and kept, do, for themselves, their Successors and Assigns, covenant, promise, and agree to and with the said Stephen Sulivan, his Executors, Administrators, and Assigns, that they the said United Company, their Successors and Assigns, shall and will, so far as they lawfully may or can, support, maintain, and protect him the said Stephen Sulivan, his Executors and Administrators, in the exclusive Privilege of collecting and providing the Opium to be produced within the Provinces or Districts of Bengal and Bahar, for and during the full End and Term of Four Years, from the First Day of September next ensuing the Day of the Date of these Presents; and that he the said Stephen Sulivan, his Executors and Administrators, shall receive from them the said United Company, their Successors and Assigns, all such Support and Assistance in the Premises as has been heretofore usually granted to the former Contractors with the said United Company for Opium, within the Provinces or Districts aforesaid, and so far as the said United Company can or may lawfully grant such Support and Assistance in the Premises; and also, that he the said Stephen Sulivan, his Executors and Administrators, shall receive and be paid, by or on Behalf of the said United Company, for the Quantity of Three thousand Six hundred and Sixty

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Sixty Maunds hereinafter covenanted by him to be yearly produced and made in the said Province of Bahar, the Price or Sum of Ninety-five Sicca Rupees per Maund for every Maund thereof; and also a further Sum of Two Rupees and an Half per Cent. on the net Produce of such Opium, at the Medium of the Sales thereof in Calcutta; and also, that he the said Stephen Sulivan, his Executors and Administrators, shall receive and be paid, by or on the Behalf of the said United Company, the Sum of Fifty Sicca Rupees for each and every Chest or Two Maunds of Opium which shall be produced and delivered by him to the said United Company, above the said Quantity of Three thousand Six hundred and Sixty Maunds, as a Premium, and exclusive of, and over and above the said Price, a Sum of Ninety-five Sicca Rupees per Maund, and Two Rupees and an Half per Cent. hereinbefore mentioned; and also, that for the Two thousand Maunds of Opium, hereinafter covenanted by him to be yearly produced and made in the several Districts of Boglepore, Havely, Mongheer, Purnea, Rungpore, and Bahar Bund, that the said Stephen Sulivan, his Executors and Administrators, shall receive and be paid, by or on the Part and Behalf of the said United Company, the Price or Sum of One hundred and Twenty Sicca Rupees per Maund, and also a further Sum of Twelve per Cent. upon any extra Advance to be made by him or them, upon all and every such further and other Quantity or Quantities as shall be delivered by him or them in each and every Year, over and above the said Quantity of Two thousand Maunds; and further, that he the said Stephen Sulivan, his Executors and Administrators, shall receive in advance, and be paid, by or on Behalf of the said United Company, One Half Part of the Amount of the Money to become due to him under and by virtue of these Presents, for the said express Quantity of Five thousand Six hundred and Sixty Maunds of Opium, so soon after the First Day of September next ensuing the Date of these Presents, and in the early Part of each of the ensuing Years, considering each of such Years to begin in the same Month of September, as the same conveniently may be, together with any such further or larger Sum of Money than such Half Part, if such farther Advances, during the Course of any Year, shall be found necessary, and shall be required by him the said Stephen Sulivan; provided nevertheless, that such Sum of Money so to be further advanced, together with such First Advance to be made to the said Stephen Sulivan as aforesaid, shall not exceed the Sum of Money which he the said Stephen Sulivan in any One Year will become entitled to under these Presents, for each Quantity of Opium to be annually delivered as aforesaid; and also, that he the said Stephen Sulivan, his Executors and Administrators, shall receive and be paid the Remainder of such Monies so to become due to him as aforesaid, if the same shall not have been previously advanced, in the several Proportions and Manner following; that is to say, One-fourth Part of the Amount of each Chest, at the Time of the Delivery thereof, manufactured, by the said Stephen Sulivan as hereinafter mentioned, and the remaining Fourth Part of the whole Amount of the said stipulated Quantity at the Time of the final Adjustment of the Accounts of the said Stephen Sulivan with the said United Company or Governor General and Council, on account of the Opium to be delivered as hereinbefore and hereinafter is mentioned: And the said Stephen Sulivan, for the Considerations aforesaid, and for other good Causes and Considerations him thereunto moving, doth hereby, for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree to and with the said United Company of Merchants of England, their Successors and Assigns, in Manner and Form following; that is to say, That he the said Stephen Sulivan, his Executors and Administrators, shall and will, Yearly and every Year, that is to say, in the Month of August in each Year, during the Continuance of these Presents (subject nevertheless to such Provisoes as hereinafter is contained) well and truly pay or cause to be paid into the Treasury of the said United Company at Fort William aforesaid, or to such Person or Persons as shall for that Purpose be lawfully authorised and appointed to receive the same, the Sum of Sicca Rupees Ten thousand; and also, that he the said Stephen Sulivan, his Executors and Administrators, shall and will, by himself and themselves, and his and their respective Agents, collect, procure, and provide, within such the Provinces and Districts as aforesaid, the full Quantity of Five thousand Six hundred and Sixty Maunds of Opium of the best Quality, and at least equal to the Quality of the best Opium of the Dutch East India Company, in each and every Year during the said Four Years, that is to say, within the said Province of Bahar the said Quantity of Three thousand Six hundred and Sixty Maunds hereinbefore mentioned, and in the said several Districts of Boglepore, Havely, Mongheer, Purnea, Rungpore, and Baharbund, hereinbefore mentioned, the further Quantity of Two thousand Maunds, and shall and will procure and provide such further and other Quantity of Opium, of equal good Quality with the Quantity above-mentioned, as can or may lawfully and reasonably be collected, procured, and provided within the same Provinces or Districts, and every of them, and also shall and will well and truly deliver, or cause to be delivered, to or on Behalf of the said United Company, unto the Servants of the said United Company, at the Khalsa of the said United Company at Fort William aforesaid, with such Allowances and Contingencies for the Delivery of it as was and are made to John Mackenzie, Esq; for the Opium delivered by the said John Mackenzie, Esq; at the Khalsa aforesaid, that is to say, after the Rate of Ten Current Rupees for each and every Chest of Opium which shall be delivered from the Provinces of Bahar, and of Ten Current Rupees for each and every Chest of all the Opium which shall be delivered from the Province of Bengal; the Whole and every Part and Parcel of the said Opium to be collected, procured, and provided as aforesaid, in its crude State; and shall and will well and sufficiently manufacture, and cause and procure such Opium to be manufactured, at such Places respectively, or at any or either of them, under and subject to the Superintendance, Controul, and Directions

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Directions of ſuch Perſon and Perſons particularly as the Governor General and Council ſhall from Time to Time appoint for that Purpoſe, free and clear of every Expence, and all Coſts and Charges whatſoever (ſave the ſeveral and reſpective Prices and Sums of Money herein before covenanted and agreed to be paid him for the ſame); and the ſaid Stephen Sulivan, for himſelf, his Heirs, Executors, and Adminiſtrators, doth further covenant, promiſe, and agree, to and with the ſaid United Company, that if Default ſhall be made in the Delivery of the ſaid ſtipulated Quantity of Three thouſand Six hundred and Sixty Maunds of Bahar Opium, or any Part thereof, Yearly and every Year, during ſuch Time and Times as hereinbefore is mentioned, that then and in ſuch Caſe he the ſaid Stephen Sulivan, his Executors and Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid United Company, or to the ſaid Governor General and Council, on Behalf of the ſaid United Company, the full and juſt Sum of Three hundred Sicca Rupees (over and above and excluſive of the Money hereinbefore covenanted and agreed to be paid him in Advance, on account of each and every ſuch Maund of Opium as aforeſaid, and which Advance he will well and truly repay) for each and every Cheſt of Opium which ſhall be ſo deficient as aforeſaid, as and for ſtated Damages hereby fixed and agreed upon to be paid on account of any ſuch ſhort Delivery; and alſo, that he the ſaid Stephen Sulivan, his Executors and Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid United Company, or to the ſaid Governor General and Council, for and on account of the ſaid United Company, the further Sum of Seven hundred and Fifty Sicca Rupees for each and every Cheſt of Opium which he or they ſhall, at any Time during ſuch Four Years as aforeſaid, ſell, barter, or in any Manner, directly or indirectly, diſpoſe of or deliver to any Perſon or Perſons whomſoever, other than and except the ſaid United Company; it being the true Intent and Meaning of theſe Preſents, and of the Parties to the ſame, that no Part of the Opium which may or can be provided by the ſaid Stephen Sulivan, under and by virtue of theſe Preſents, in the Provinces aforeſaid, ſhall be diſpoſed of or delivered to any Perſon, but for and on account of the ſaid United Company, under any Exerciſe or Pretence whatſoever: And laſtly, the ſaid Stephen Sulivan doth, for himſelf, his Heirs, Executors, and Adminiſtrators, further undertake, promiſe, and agree to and with the ſaid United Company, their Succeſſors and Aſſigns, that he the ſaid Stephen Sulivan, his Executors, Adminiſtrators, and Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid United Company, their Succeſſors and Aſſigns, ſuch Duties upon all and every Part of ſuch Opium which may happen to be imported by him or them into the ſaid Provinces of Bengal and Bahar, from Ghazipore, the Diſtrict of the Rajah of Benares, or the Province of Oude, which are uſually paid by all other common Merchant Adventurers, or other Perſons whatſoever. In Witneſs whereof, the Honourable Warren Haſtings, Eſq; the Governor General, and Edward Wheler, Eſq; Counſellor of the ſaid Preſidency of Fort William, to one Part of theſe Preſents delivered to the ſaid Stephen Sulivan, have ſet their Hands, and have cauſed the common Seal of the ſaid United Company to be affixed; and the ſaid Stephen Sulivan, to one other Part thereof delivered to the ſaid Governor General and Council for the ſaid United Company, hath ſet his Hand and Seal, the Day and Year firſt above written.

Sealed and delivered, (where no Stamps are in uſe or to be had) in the Preſence of

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APPENDIX, N° 73.

EXTRACT of Bengal Revenue Conſultations, the 6th November 1781.

READ the following Letter from Mr. George Williamſon.

To the Honourable Warren Haſtings, Eſquire, Governor General, &c. Members of the Council General.

Honourable Sir, and Sirs,

As I conceive my preſent Application will be thought no wiſe unſeaſonable, ſo I hope you will pardon my intruding upon your Leiſure.

When the Appointment I hold was beſtowed upon me by your Board, every Thing ſold for the Company in your various Departments was done at my Office, conſequently it was neceſſary for me to have proper Offices, Warehouſes, and Servants, for the Performance of your Orders. Since that Period, the Agents for cloathing the Army have received the principal Part of the Broad

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Broad Cloth; the Contractors for Copper Money, and for the casting of Cannon, have been supplied with large Quantities of Copper; the Ophium for these Two Years has been sold in Part by private Contract, and now almost the Whole of what has been received from Patna this Year is lading for China; whereby the Commission on Goods sold by public Sale these Three Years past, has fallen very short of the actual Expence I have been obliged to keep up in the Establishment of my Office; in which you must be sensible I cannot curtail any Part, it being impossible for me to tell at what Periods Sales may be ordered, or what may be the Nature of those Sales, and therefore I must at all Times be prepared for the Execution of your Commands. But could I even ascertain these Points, it would not be in my Power to procure proper Persons on such precarious System, who must not only be trust-worthy, but also versed in the Business.

From these Considerations, I am led to flatter myself, you will judge it reasonable that I should be allowed Commission on all those Goods which usually were sold at public Sale, agreeable to the Tenor of the Company's Charter, although *Reasons of State may have made it proper to dispose of them by private Contract*, or to transport them for Sale elsewhere; and I am the more induced to hope that my Application will meet with your ready Acquiescence, when it is considered, that it is expressed in my Appointment, I shall be allowed One per Cent. on all Sales; "that in no one Sale, committed to my Charge, have the Company sustained the least Loss;" and that the Contractor for Ophium is to draw Commission on the Ophium now shipping on the Company's Account.

The Commissaries at Chinsurah having appointed (without any express Directions, as I understand, from you) another Person to superintend the Dutch Sales, I cannot but esteem it a Reflection as well as a Hardship, which I am confident my Conduct has not merited, especially as they well knew the Sales of the French Captures were made by me, and even made acquainted with the Nature of my Appointment; which says, in the most direct and positive Terms, that all Sales ordered by you, or by any Department immediately depending upon you (which assuredly those Commissaries are) shall be made by me: I therefore most humbly intreat, that should there be any further Sales to be made at Chinsurah, I may be directed to conduct them.

I have the Honour to be, &c.

Calcutta, 18th October 1781.

(Signed) Geo. Williamson.

As by the late Regulations of the Board, the Bengal and Bahar Ophium is now dispatched to the Presidency by the Contractor, without the usual Certificates of the Quantity and Quality of it;

Agreed, That Mr. George Williamson be appointed to receive the Charge of the Ophium, from the Committee of Revenue, on its Arrival in Calcutta, and to report to the Board the Quantity and Condition of all the Ophium which may be delivered by the Contractor; and that he be further entrusted with the Charge of repacking and shipping such Quantities as may be ordered for Exportation; drawing for his Trouble the same Commission as has been allowed him on the Company's Sales, as a Compensation for the Losses he would otherwise sustain by the Exportation of the Ophium, and in lieu of all other Expences incidental to his present Establishment of Public Vendue Master.

Agreed also, That Mr. Williamson be allowed to draw Commission upon the Ophium of the last Season exported on the Betsy, as well as on that sold by private Contract.

The Board having determined that the Dutch Property captured at Chinsurah should be placed under the sole Management of the Commissaries appointed for that Purpose, are of Opinion that Mr. Williamson's Claim to the Disposal of the same cannot be complied with.

Agreed, That the Committee of Revenue be advised of Mr. Williamson's Appointment; as follows:

To Mr. John Shore, Acting President, &c. Members of the Committee of Revenue.

Gentlemen,

We have this Day thought proper to appoint Mr. George Williamson to receive Charge of the Opium from you on its Arrival in Calcutta, for the Purpose of reporting to us the Quantity and Condition of it; and have further entrusted him with the Charge of repacking and shipping such Quantities as may be ordered for Exportation; in Consideration of which Trouble, he has been granted the same Commission as was allowed him on the Company's Sales, in lieu of all other Expences incidental to his present Establishment of Public Vendue Master.

We have also allowed Mr. Williamson to draw Commission upon the Opium of the last Season exported on the Betsey, as well as that sold by private Contract.

We are, &c.

Fort William, the 6th November 1781.

Agreed,

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Agreed, That an Extract of such Part of Mr. Williamson's Letter, as relates to the Company's Imports, &c. with a Copy of the Board's Resolution, granting him Commission upon the Opium of the last Season, be referred to the Board of Trade, with the following Letter.

To Philip Milner Dacres, Esquire, President, &c. Members of the Board of Trade.

Gentlemen,

Enclosed we transmit you an Extract of a Letter we have received from Mr. Williamson, with a Copy of our Resolution on such Part of it as appertained to our Department; and recommend it to you to grant him a similar Indulgence respecting the Company's Imports, &c. which were usually disposed of by public Sale, provided you see no material Objection to it.

Fort William,
the 6th November 1781.

We are, &c.

APPENDIX, N° 74.

EXTRACT of Bengal Revenue Consultations, the 11th December 1781.

THE following Letter from the Agent to the Opium Contractor was circulated to the Members of the Board.

To the Honourable the Governor General and Council, in their Revenue Department.

Honourable Sir and Sirs,

The Agents to the Opium Contractor in Bahar and Bengal have severally made Application to me, to address your Honourable Board on the present State of the Godowns allotted for manufacturing the Opium in these Districts; those in Patna (where the Bahar Opium is prepared) are much too small for the Purpose, as the Opium which was formerly manufactured by the Dutch in their own Godowns, must now be manufactured in the Honourable Company's. Those in Bengal are only Mud and Straw, which require constant Repairs.

There are Godowns belonging to the Factory formerly held by the Dutch at Patna, which would answer for the Purpose of manufacturing the Bahar Opium.

I must therefore request that your Honourable Board would either suffer an additional Wing to be built to the present Godown (which may be completed for the Sum of Ten thousand Sicca Rupees) or that you would be pleased to order that the Godowns formerly belonging to the Dutch, in their Factory at Patna, be delivered over to the Contractor's Agent.

With respect to the Godowns in Bengal, the Agent to the Contractor requests that your Honourable Board would be pleased to allow him the Sum of Four thousand Rupees to keep the Godowns in Repair for the next Four Years, which being only One thousand Rupees per Annum, I hope your Honourable Board can have no Objection to allow so reasonable a Charge, particularly as this Sum was allowed to the late Contractor's Agent.

I must also request, that your Honourable Board would be pleased to order One Chest of the Opium manufactured for the Dutch, to be delivered to the Agent for the Contractor in Bahar; as the Contract stipulates, that the Honourable Company's Opium shall be equal in Quality to that delivered to the Dutch annually, that the Agent may have some Rule to direct him in preparing the next Year's Opium. This Chest, if granted, will remain in the Godown at Patna, and be re-delivered to the Honourable Company when the Season for manufacturing the Opium is over.

I have the Honour to be, &c.
(Signed) John Benn,
Attorney to Stephen Sulivan.

November 28th
1781.

Agreed, That the following Letter be in consequence written to the Chief of Patna:

To

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To Mr. W. A. Brooke, Chief of the Revenue Department at Patna.

Sir,

The Agent to the Opium Contractor in Bahar having applied to us for the Godowns formerly belonging to the Dutch at Patna, for the Use of the Manufacture of that Article, we desire you will deliver them over to him accordingly.

You will also be pleased to cause a Chest of the Opium manufactured for the Dutch, to be delivered to the Contractor's Agent, as a Muster to direct him in preparing the Opium for the ensuing Season.

We are, &c.

Fort William,
the 29th November 1781.

Agreed, That Orders similar to those contained in the above Letter be issued to the Commissaries at Chinsurah.

Agreed, That the Agent to the Opium Contractor be allowed the Sum of 1,000 Rupees per Annum, for the Repairs of the Godowns allotted for manufacturing the Opium in Bengal.

Ordered, That the Attorney to the Opium Contractor be advised of the above Resolution and Orders.

APPENDIX, N° 75.

EVIDENCE of Mr. Higginson, respecting OPHIUM.

ALexander Higginson, Esquire, attending according to Order, was asked, How long he has been in the Company's Service? to which he said, Twenty Years.—Being asked, Upon what Establishment? he said, Upon the Bengal Civil Establishment; and when he left Bengal, at the End of 1781, he was a Member of the Board of Trade.—Being asked, Whether he was at Calcutta when the Resolution was taken to send the Investment of Ophium to the Market of Canton? he said, Yes, he was there.—Being asked, Whether that Project originated from the Board of Trade? he said, No.—Being asked, Whether it was referred to the Board of Trade? he said, No.—Being asked, Whether the Court of Directors had not decided, that the Ophium Concern, when delivered at Calcutta, should be under the Management of the Board of Trade, and for applying the Cash produced by the Sale to the Company's Investment for Europe? he said, They had.—Being asked, When the Ophium Concern was taken out of the Board of Trade?—he said, He thinks at the End of 1780 or the Beginning of 1781.—Being asked, What Reasons were assigned for taking that Concern from the Board of Trade? he said, He does not remember the Particulars, but they were such as were not approved of by the Board of Trade; and of course they wrote their Sentiments accordingly to the Governor General and Council.—Being asked, Whether any Misconduct was charged on the Board of Trade, as a Reason for taking it from their Management? he said, The only Reasons he thinks they assigned, were, that the Board of Trade having made a Sale of Part of the Ophium of the Year 1780 to one or more China Merchants, at a very advantageous Price for the Company, though it was not exposed to public Auction; and the Witness begged Leave to refer to the Remonstrance made by the Board of Trade on this Occasion, which is entered on the Company's Records.—Being asked, Whether he considers the Ophium of the Year 1780, sold by the Board of Trade, to have been sold at a good Price? he said, Yes.—Being asked, Whether, at the Time of that last Sale, he considered the Market as likely to fall suddenly? he said, Markets for Ophium are like Markets for other Goods, liable to fluctuate; that when they made that Sale, they considered it as an advantageous Sale, and at a very proper Period of Time, the Ships being then about to depart for China.—Being asked, Whether he had any Reason to apprehend, that at the Time in which he would have put up the next Lot to Sale, they could not have disposed of the Ophium but at a very disadvantageous Price? he said, They thought the Market run a much greater Risque of falling than rising.—Being asked, How much per Cent. he should call a considerable Fall in Price? he said, From Five to Fifteen per Cent.—Being asked, Whether he had any Reason, from the State of the Market, to apprehend a greater Reduction than what he has mentioned? he said, Not at that Period.—Being asked, Upon what Representation the Council General considered the next Sale at Calcutta as likely to be so very disadvantageous, as to make them hazard a contraband Trade to China in this Article, to avoid that Loss? he said, He does not know; for their Proceedings were not open to his particular Inspection?—Being asked, Whether he ever heard that the Company's Servants at China had represented Ophium as a proper Article of Commerce to be consigned to them? he said, No.—Being asked, How soon after their last Sale the Concern of Ophium was taken out of their Hands? he said, Some Months; it was the next Year's Produce, that of the Year 1781.—Being asked, In what Manner the Council General put up their Ophium to Sale, after it had been taken out of the

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the Management of the Board of Trade? he said, He has heard that it was sent to China.—Being asked, Whether there was any Sale made or attempted by the Council General at Calcutta, after the Management had been taken out of the Hands of the Board of Trade, and before they resolved to send it to China? he said, During this Time he was confined by a severe Illness of Five Months, which prevented him from acquiring Information sufficient to answer this Question with any kind of Precision; he believes, during this Period, there was some Correspondence between the Board of Trade and the Council General on the Subject of Ophium.

Being asked, Who had the Ophium Contract when he left Calcutta? he said, Mr. Stephen Sulivan, as he heard.—Being asked, If he heard whether he held it himself, or had assigned it to others? he said, He heard it was assigned to others shortly after he obtained it.—Being asked, Who were the Assignees? he said, He heard Mr. Benn was one, and Mr. Young another.—Being asked, Whether there were One or more Sub-Assignments? he said, The Report that prevailed at Calcutta was, that Mr. Benn first obtained it of Mr. Sulivan, and Mr. Young had it from Mr. Benn.—Being asked, Whether he heard what Consideration Mr. Benn gave to Mr. Sulivan for it? he said, Various Reports prevailed; his Illness, and subsequent Departure for Europe, prevented him from attending to those Circumstances, which otherwise he should have probably done.

Being asked, In what Office was Mr. Sulivan when he left Calcutta?—he said, Judge Advocate General.—Being asked, Whether he was with the Army? he said, No, he was up the Country with Mr. Hastings.—Being asked, Whether he was in Mr. Hastings's Family? he said, He was so considered.

Being asked, If he knows what were the Instructions of the Company, at that Period when Ophium was sold by private Contract, relative to the Manner of selling it? he said, There was no Alteration that he knows of in the Company's Orders relative to the Sale of Ophium, after their general Resolution and Orders, that it should be delivered to the Board of Trade, and sold to the best Advantage.—Being asked, Whether the Board of Trade had a discretionary Power of selling it by public Sale or private Contract, as they should think fit? he said, He conceives they were undoubtedly authorized to do either, as they should consider best for the Advantage of the Company.—Being asked, Whether he thinks it would have sold worse by public Auction at that Time? he said, Yes.—Being asked, Whether there were no other China Merchants at Calcutta than those who purchased the Ophium? he said, Not Merchants of such extensive Credit as those who purchased it; besides, the Period and State of the Market, on account of the Ships sailing for China, was particularly favourable to the Sale of it at that Time in preference to waiting the usual Time of the public Sale, when there would be fewer Ships ready to proceed to China. Being asked, Whether the Board of Trade had no discretionary Power with respect to the Time of selling Ophium by public Auction? he said, He conceives they had.—Being asked, If he thinks they would have been justified to their Employers in selling it by public Auction, when it was likely to fetch the best Price? he said, Of course they would; their Reasons for not doing it by public Action, appears on the public Records.—Being asked, Whether the Council General had any Power of directing the Board of Trade, whether they should sell it by public Auction or private Sale? he said, He does not conceive they had.—Being asked, Whether the Council General had a Power of suspending any of the Members of the Board of Trade? he said, The Line drawn for the Power between the Governor General and Council and the Board of Trade, was fully set forth at the Time of the Appointment of the Board of Trade; he knows of no further Power that the Council General had from the East India Company, than what was expressed therein.—Being asked, If he knows any thing, of his own Knowledge, relative to the Consideration given for the Contract upon Ophium to Mr. Stephen Sulivan, or to Mr. Benn? he said, No, he does not. —Being asked, Whether the Sale of this Ophium Contract was not a Matter of general and public Notoriety? he said, Yes.

Being asked, How long he was a Member of the Board of Trade? he said, Near Three Years.—

Being asked, How the Right of Pre-emption to the Company is secured, according to the Orders of the Court of Directors of the 23d March 1775, Paragraph 27? he said, The Right of Execution of those Orders was very much disputed in Bengal, and he does not think they were generally carried into Execution?—Being asked, Whether there was any Suit instituted in the Supreme Court of Judicature upon that Subject? he said, Not on the general Subject, to his Knowledge, but on the Minutiæ; he has heard of several Suits depending on the disputed Points of Advances for the Investment.—Being asked, Whether those Suits turned upon the general Right of the Company to force Men to work upon Advances made by the Company; or, upon their having received Advances, not to work for others until those Advances had been satisfied? he said, Upon both.—Being asked, What Judgment was given by the Court upon each of these Points? he said, He does not recollect sufficiently to answer this Question, as he never was employed in providing the Company's Investment?—Being asked, Whether there was any Suit in the Supreme Court, tending to controvert the Company's Right of making or granting any other Monopoly, such as those of Ophium, Salt, or Salt Petre? he said, He does not know of any.

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APPENDIX, Nº 76.

EXTRACT of Bengal General Consultations, the 30th July 1781.

READ the following Letter from Mr. Cudbert Thornhill:

Honourable Sir and Sirs,

Understanding that it is your Intention to export the Honourable Company's Opium now on Hand, I humbly beg Leave to submit to your Consideration a Plan of a Voyage to the Eastward and China; and should it meet with your Approbation, I beg Leave to make a Tender of my Ship, the Betsey (sent to Bombay for the Purpose of being sheathed with Copper, and expected here next Month) to carry the Opium, and to recommend the present Commander of that Ship, Captain Giddes, as a proper Person to be entrusted with the Navigation of the Ship, and the Sale of the Opium. I engage that the Betsey shall carry 22 Guns, 6 Pounders, and 100 Men, 20 Europeans, if to be had, besides the Officers, and 80 Lascars. I take the Liberty to propose to your Honourable Board, that the Ship should first go to Rio, and dispose of 700 Chests of Opium, taking in the Quantity of Tin, Pepper, and Dollars, specified in the Plan now submitted; and should she not be able to dispose of that Number of Chests at Rio, or not be able to complete her Cargo of Tin, Pepper and Dollars, to proceed to Tringanny, where she will no doubt be able to effect the Whole; which done, proceed to China with the remaining 700 Chests, and her Cargo of Tin, Pepper, and Dollars, all of which to be disposed of at Canton, and the net Proceeds of the 1,490 Chests to be paid into the Hands of the Supracargoes of the Honourable Company at that Place. Should your Honourable Board be pleased to approve of the general Outlines of the Plan, and to order the 1,490 Chests of Opium to be delivered to me at the proper Time, I will, if it should meet with your Approbation, ship them all in next Month on board the Betsey, draw up the necessary Instructions for the Captain, to be submitted to your Consideration, and in general take upon me, under your Orders, the Management of the Detail of the Voyage; and upon the Receipt of the Opium, execute whatever Papers may be necessary for the due Execution of the Trust reposed in me.

If your Honourable Board should wish to adopt the same Plan of Exportation for 1,500 Chests of the Opium which is expected in December next, I beg Leave to offer you my Services to take Charge of it myself, and go with it on any Ship that may be found fit for the Purpose, in the Month of January next, on the same Voyage as proposed for the Betsey. By following her at the Ports she may touch at, I shall be able to finish whatever may be left unsettled of her Cargo; and by proceeding to China after her, I shall be able to settle every Account respecting both Ships, see that the whole Proceeds of both Cargoes have been duly paid into the Hands of the Supracargoes, and in short, settle every Part of the Voyage to Canton, in a Manner that I hope will give Satisfaction to your Honourable Board.

I have the Honour, &c.

(Signed) Cudbert Thornhill.

Calcutta,
28th July 1781.

Ordered, That the Inclosure in the above Letter be entered after the Consultation.

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Dr — — PLAN of a VOYAGE to the EASTWARD and CHINA — — Cr

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Dr	
To the Amount of an Invoice of 1,490 Chests of Opium Patna, at A. R^{s} 400 per Chest — A. R^{s}. 5,96,000; Batta 8 per Cent. 47,680	6,43,680 — —
To the Amount Freight on the above 1,490 Chests, at Sicca Rupees 50 per Chest — — Sicca Rupees 74,500; Batta 16 per Cent. 11,920	86,420 — —
To the Amount of the following Articles to be provided at the Eastern Ports for China; namely Ten Peculs 5,000, at Sp. Dollars 14½ per Pecul, is — 72,500; Pepper D° 2,000, at D° 14 — 28,000; S. D. 100,500 each, At 41 Spanish Dollars per 100 of C. R^{s} is —	2,45,121 15 8
To Captain and Officers Privilege — —	6,480 — —
	9,81,701 15 3
To Profit and Loss — — — —	3,12,551 10 6
C. R^{s} —	12,94,253 9 9

Cr	
By the Amount Sales of 700 Chests Opium Patna at the Eastern Ports, at 300 Spanish Dollars per Chest, is Spanish Dollars 2,10,000; Deduct Commission and Port Charges, at 10 per Cent. — — 21,000; Spanish Dollars 1,89,000; Exchange at 41 Sp. Dollars per 100 C. R^{s}, is —	4,60,975 9 9
By the Amount Sales of Canton of the following Articles; viz. Opium Patna 790 Chests, at Sp. Dollars 300 per Chest, is Sp. Dollars 2,37,000; Exchange, at 72 Tales per 100 Dollars, is — Tales 1,70,640; Ten Peculs 5,000, at Tales 13. 5. per Pecul, is — — — 67,500; Pepper D° 2,000, at 12. 5. D° — 25,000; 2,63,140; Deduct Charges, Merchandize, Port Charges — — Tales 4,000; Commission, at 5 per Cent. — 13,157; 17,157; Tales — 2,45,983 each, At 72 Tales per 100 Dollars, is Spanish Dollars 3,41,643, at 41 Sp. Dollars per 100 C. R^{s}, is — — —	8,33,278 — —
C. R^{s} —	12,94,253 9 9

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The above Letter and Plan offers Two Points to the Consideration of the Board; namely, the Disposal of the Company's Opium, and the Means of remitting a considerable Sum to the Supra Cargoes in China. With respect to the First, there is little Prospect of selling the Opium here at a reasonable Price; the Endeavours of the Board to dispose of it, even so low as at 400 Rupees, have been in vain. No Purchasers have offered, and there is little Prospect of any offering. Opium is purchased by Individuals for the Purpose of exporting it to Batavia, the Eastern Islands, and China. The War which has lately broke out with the Dutch, puts a Stop to the Exportation to Batavia, and the Voyages which are undertaken in small Vessels with Opium to the Eastern Islands, are become, from the same Circumstance, so very dangerous, that few or no Individuals will engage them. These two Channels of Export being stopped, it is but natural to suppose that the Price of Opium will fall, from the Demand being lessened.

As to the Second Point, which Mr. Thornhill's Plan offers to the Consideration of the Board, the Supply for China; it appears to be a very advantageous one. The usual Supply has been by a Remittance of Bullion to China. The great Aids that this Government has afforded to the other Presidencies, have already been a very considerable Drain to this Country of its ready Money, it therefore becomes an Object of the first Consequence with the Board, to put a Stop, as far as they are able, to a Method of Supply ruinous to the Provinces. It is evident that it is much easier for this Country to export its own Manufactures, than its Specie; and when practicable it should always be done, when Supplies are to be sent to the other Presidencies. Upon the Whole, then, it appears, that Mr. Thornhill's Plan furnishes the only Means that can be thought of for disposing of the Company's Opium to Advantage, and of sending a Supply to China, that will be less felt by this Country than the usual Remittance in Bullion.—With respect to the Exportation of a second Quantity in January next, the Board do not think it necessary to determine thereupon for the present.

Resolved, That Mr. Thornhill's Proposals for the Exportation of 1,490 Chests of Opium, in the Betsey, be accepted; and that the Management of the Detail of the Voyage be left to him; but that he submit to the Board the Letter of Instructions for the Captain, and that he do not give any Directions respecting the Voyage, or Disposal of the Opium, without first submitting them to the Board for their Approbation.

Ordered, That the necessary Papers be prepared for Mr. Thornhill to execute; that the Committee of Revenue be directed to deliver the 1,490 Chests of Opium to him, when the Ship shall be ready to take them in, and when shipped Mr. Thornhill do deliver the Bills of Lading to the Secretary.

EXTRACT of Bengal General Consultations, the 11th October 1781.

Read the following Letter from Mr. Thornhill.

Honourable Sir and Sirs,

I take the Liberty of informing the Honourable Board, that the Ship Betsey is arrived from Bombay, and that I am fitting her out with all possible Expedition for China, agreeable to my Engagement with the Honourable Board; but as I shall have so valuable a Charge as the Opium of the Company on Freight for China, I humbly hope the Honourable Board will excuse my soliciting on that Account the Grant of Two Twelve Pounders and Ten Six Pounders, for the Defence of the said Vessel; and I am the more induced to trouble the Board with the present Application, as I am informed that the said Number of Guns are now in the Grand Magazine. I shall esteem the Honourable Board's Compliance a very singular Favour; and remain,

Calcutta, With the greatest Respect, &c.
10th October 1781. (Signed) Cudbert Thornhill.

Agreed, That Mr. Thornhill's Request be referred to the Board of Ordnance, with the following Letter.

Gentlemen,

We enclose Copy of a Letter addressed to us by Mr. Cudbert Thornhill; which we request you will order to be complied with, provided the Guns he applies for can be spared, without Inconvenience; but should the Case be otherwise, we desire that you will order a sufficient Number to be immediately cast at the Foundery for the Use of his Vessel.

Fort William, We are, &c.
11th October 1781.

EXTRACT

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EXTRACT of Bengal General Consultations, the 15th October 1781.

Extract of a Letter from John Macintyre, Secretary to the Board of Ordnance, to the Governor General and Council in Bengal.

I am further desired to signify to you, that your Orders of the 11th Instant, directing this Board to comply with Mr. Cudbert Thornhill's Requisition for Twelve Pieces of Ordnance, for the Defence of the Ship Betsey, shall be immediately carried into Execution.

EXTRACT of Bengal General Consultations, the 29th October 1781.

Read the following Letter and Inclosure from Captain Thornhill:

Honourable Sir and Sirs,

In consequence of your Directions, received from the Committee of Revenue, have shipped 1,466 Chests of Patna Opium on board the Betsey, Captain Robert Giddes, bound to Canton; and as that Vessel is now ready to sail, I beg Leave to submit to your Honourable Board, for your Approbation, the Instructions I have prepared for Captain Giddes, and also the Invoice of Opium, together with One Bill of Lading, as a Voucher that it has been shipped on account of the Company. Should you be pleased to approve of the Instructions to Captain Giddes, I request to be favoured with your Commands respecting them as soon as may be convenient, as also your Dispatches for the Supracargoes at Canton, as I think it adviseable to send away the Betsey immediately, that she may have Time to perform her Voyage in such a Manner as to be able to take the utmost Advantage of the Markets at the Places to which she is destined.

I have the Honour, &c.

(Signed) Cudbert Thornhill.

Calcutta,
29th October 1781.

To Captain Robert Giddes.

Sir,

On the Receipt of this, with the accompanying Invoice and Bill of Lading of the Honourable Company's Opium, freighted on the Ship Betsey, of which you are to go as Commander, on a Voyage to the Mallay Coast and China, you will repair on board, and proceed as hereafter directed.

On your leaving the Pilot, you are to proceed, with all Expedition, first to the Port of Rio, where you will endeavour to dispose of as much of the Opium as you can, to the best Advantage (for Spanish Dollars in preference) also Tin and Pepper, or other such Articles as will answer the China Market. During your Passage to Rhio, and all other Ports, you are to avoid any Intercourse with strange Ships or Vessels, and at all Times to be on your Guard against Enemies Ships and Privateers, as well as the Natives on the Mallay Coast, by keeping your People alert, and your Guns and small Arms in proper Order and loaded, to prevent being surprized; and on your leaving the Ship to go ashore at any of the Mallay Ports, to give proper Directions to your Officers for their Conduct during your Absence, which must be as little as the Nature of your Business will admit of. As you will be at Rhio at a Time when you will have no Competitors, I think you have good Reason to expect a good Price for the Opium. You will remain at Rhio until my Arrival in another Ship, which will probably be about the latter End of January, or at farthest in all the Month of February, when you will receive Orders for your further Proceedings; but should the other Ship, by any unforeseen Accident, not arrive, you are in that Case to remain at Rhio until the latter End of May, when you will proceed to Tringanny, and there to sell as much of the Opium as you can, on the same Conditions as above directed. At any of those Ports, should you find it absolutely necessary to sell some Part of the Opium on Credit, you may do so, by limiting the Time of the Payment of the Money so as not to exceed the proper Time for going to China; however, this must only be to the principal Merchants.

On your Arrival at China, you are to pay into the Honourable Company's Treasury there what Dollars you may have procured on the Mallay Coast; also, after the Sale of your Cargo at China, you are likewise to pay the Amount into the Honourable Company's Treasury, taking the Supracargoes Receipts in Triplicate for all such Sums as you shall pay them on Account of the Honourable Company. Wishing you Health, and a successful Voyage,

I am, Sir,
Your most obedient Servant,
(Signed) Cudbert Thornhill.

Approved the Instructions given to Captain Giddes.

Agreed,

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Agreed, That the following Letter be written to Canton:

Gentlemen,

Having entered into an Agreement with Mr. Cudbert Thornhill, by which he is to have the Dispofal of 1,490 Chefts of the Honourable Company's Opium in the Streights of Malacca, and to pay the Produce thereof as foon as may be into your Hands at Canton; we think it proper to acquaint you, that of this Quantity 1,466 Chefts have been laden on the Betfey, Captain Giddes, agreeably to the enclofed Invoice and Bill of Lading, amounting to Current Rupees 7,19,108. 9. 6. and that Captain Giddes has received Inftructions, of which we tranfmit you a Copy, directing him to pay the Amount Sales immediately into your Treafury, according to the Terms of Captain Thornhill's Agreement.

We have taken this Method of raifing a Supply for the China Inveftment of the enfuing Seafon, in preference to making you a Remittance in Specie, becaufe our Exports to Fort Saint George have been very confiderable. We found a Difficulty in felling the Company's Opium at the ufual Price here; flatter ourfelves, however, that the Mode adopted will yield a profitable Remittance to the Company, and furnifh you with the intended Refources in proper Time.

In order to raife a Sum of Money for the Exigencies of the Company's Affairs on this Side of India, we caufed a Publication to be iffued for the Receipt of Ten Lacks of Rupees into the Treafury here; and having received this Sum agreeably to the Copy of the Advertifement, which we inclofe for your Information, we fhall grant Certificates to the Subfcribers in the Proportions allotted to each, which are to be exchanged for your Drafts on the Court of Directors, either in full or only in Part, according to the Produce of the Opium, and the Terms of our Agreement with them, which is fpecified both in the Advertifement and Certificates.

Fort William, 29th October 1781. We are, &c.

APPENDIX, N° 77.

COPY of Letter from Thomas Fitzhugh, Efquire, to Mr. Gregory, on the Subject of exporting Ophium to China.

Dear Sir,

IN confequence of your Defire Yefterday, to give you my Opinion, "whether it would be proper "to fend Opium from Bengal to China on the Company's Account," I fubmit to your Confideration the following Circumftances, which have occurred to me on that Subject.

The Importation of Opium to China is forbidden on very fevere Penalties. The Opium on Seizure is burnt; the Veffel on which it is brought to the Port confifcated; and the Chinefe in whofe Poffeffion it is found for Sale, punifhable with Death.

It might be concluded, that with a Law fo rigid, no Foreigners would venture to import, nor any Chinefe dare to purchafe, this Article; yet Opium, for a long Courfe of Time, has been annually carried to China, and often in large Quantities, both by our Country Veffels and thofe of the Portuguefe. It is fometimes landed at Macao, and fometimes at Whampo, though equally liable to the above Penalties in either Port, as the Portuguefe, are, fo to fay entirely under the Chinefe Rule. That this contraband Trade has hitherto been carried on without incurring the Penalties of the Law, is owing to the Excefs of Corruption in the executive Part of the Chinefe Government, which of late Years has been carried to fuch an Height, that the Cuftom-houfe Officers have agreed, for Ten Dollars a Cheft, to let Opium go out of a Ship at any Time of the Day.

It is an Article which of courfe fluctuates greatly in Price, according to the Quantity brought; and the Chinefe who buy it, and who are of the lower Sort, will not venture on the Purchafe without a large Profit, as the Rifk and Difficulty are great after they are in Poffeffion of it. The Price was fo low in the Year 1779, that a Captain of one of the Country Veffels (who had a good deal of his own) purchafed of others on Speculation; and, as his Ship was obliged to return to India, he bought a fmall Veffel at Macao; brought her up to Whampo; put all his Opium into her, and remained there the whole Year, felling it at feveral Times, in fmall Parcels, as he could find Purchafers.

In the Year 1780, a new Viceroy was appointed to the Government of Canton. This Man had the Reputation of an upright, bold, and rigid Minifter. I was informed, he had Information of thefe illicit Practices, and was refolved to take Cognizance of them. Whether he did or not, I have had no Opportunity of knowing. It is however a Bufinefs liable to Difficulty and Difgrace.

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The Chinese are very sensible of the Difference between the Country Ships and those of the Company; between the Company's Mode of transacting Business and that of all private Traders: They look up to your Servants as People conducting the Affairs of a great Company; who, at the same Time that they endeavour to prevent Impositions, act with Candour, Regularity, and Liberality. How must this Opinion change, when your Servants are (on the Company's Account) to deviate from the plain Road of an honourable Trade, to pursue the crooked Path of Smuggling!

I am,
with great Respect,
Dear Sir,
your obliged and
obedient humble Servant,
Thoˢ Fitzhugh.

Portland Place,
July the 7th, 1782.

APPENDIX, N° 78.

EXTRACT of a Letter from the Board of Trade at Fort William in Bengal, to the Court of Directors, dated 7th February 1775.

Par. 9. ON the 18th of January, the Governor General and Council wrote us a Letter, informing us it was their Intention to retain the Ophium Business under their own Charge, as being immediately and necessarily connected with the Revenue. We represented our Opinion, that the Management of it belonged to our Department; observing to them, that the Cultivators of the Poppy were no otherwise connected with the Government, than by paying a Rent to it, which was equally the Case with the Cultivators of the Mulberry and Cotton Plants; that the Ophium Business has hitherto been considered as commercial, and all the Accounts relating to it had accordingly been inserted in your Commercial Books, both at Patna and the Presidency; that in fact it was entirely a commercial Transaction, and the Income arising from it a commercial Profit, and consequently was a Part of the Duty of our Board, which you had expressly appointed for "managing, conducting, and transacting your Trade and Commerce in Bengal, Bahar, and Orissa;" that you were concerned in the Ophium Trade before you had obtained any Authority in the Revenue; and that defining it to be a Part of the Revenue, would be depriving you, as a Commercial Body, of an Advantage (which you formerly enjoyed, and which is still enjoyed by the French and by the Dutch Company. To this Representation we received no other Answer from the Governor General and Council, than that they had "paid due Attention "to our Plea, and remained confirmed in their former Opinion." Consultation, N° 5. Consultation, 3d February.

EXTRACT of the Revenue Letter from Bengal, dated 25th November 1780.

Par. 29. The more effectually to secure to the Company the Advantages which we have Reason to hope must accrue to them, from the newly-adopted Mode of conducting this Manufacture within the Provinces, we have resolved, that a total Prohibition be laid on the Importation of Foreign Salt, to take place from the 1st of January next; an Expedient to which we have been finally reduced, from the long Experience we have had of the Inefficacy of endeavouring to stop the Exportation of this Article by the Means of the heavy Duties we had laid on it. Cons. 31st Oct.

30. In consequence of an Application made to us by Mr. Mackenzie, in the Month of April last, we thought proper to prolong the Contract held by him for the Provision of the Opium produced in the Provinces of Bengal and Bahar, for another Year, from the 1st of September 1780, on the same Terms as the Three preceding Years. Cons. 11th April.

31. We soon after received a Proposal from the Provincial Council at Patna, for the future Provision of the Bahar Opium; but as we had granted Mr. Mackenzie a Continuance of his Contract, we could not, consistently with that Engagement, and without Injustice to him, enter into the Consideration of their Proposal. Cons. 12 May.

32. Upon a Representation from the Contractor, for the Inconvenience and Loss with which the packing and dispatching of the Opium by the Commercial Chief at Patna had been attended for the last Two Years, and a Request that the Management of this Part of the Business might for the future be committed to him, we were of Opinion, that as it was the Contractor's Interest the Opium should be brought early to the Presidency, and that it might yield the greatest possible Advantage in the Sale of it, he was the fittest Person to be entrusted with that Charge; we therefore Cons. 16th May.

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fore gave Orders accordingly, and directed the Contractor to consign the Opium to the Superintendant of the Khalsa Records, whom we instructed to advertise it immediately for public Sale after its Arrival.

Conf. 6 June. 33. The Board of Trade thought proper to remonstrate against the latter Part of this Resolution, conceiving themselves deprived by it of a Privilege, which, upon a Reference to you of our former Difference concerning the Management of the Opium Business, you had been pleased to vest in them. But as they proposed, at the same Time, that if we still declined leaving the Sale of the Opium to them, the Proceeds might be applied to the Use of the Investment, we readily acquiesced in their Request, and directed the Superintendant of the Khalsa Records to pay them immediately, as they were received, to their Order, in Part of their stipulated annual Supply. Which Arrangement, we conceive, will completely answer your Intention, as well as that of the Board of Trade.

34. The Letter from the Board of Trade, with our Reply, in which the Reasons are fully assigned for reserving the Sale of the Opium under our own Charge, are recorded in the Proceedings noted in the Margin. Conf. 6 June.

EXTRACT of a Letter from the Board of Trade at Fort William in Bengal, dated 25th November 1780.

Soon after the Institution of our Board, we had Occasion to appeal to you concerning our Right to the Management of the Opium Business, which the Governor General and Council, conceiving to belong to the Revenue Department, withheld from us. You were pleased to direct, that the Sale of the Ophium should be committed to us, and at the same Time to declare, that you were restrained from intrusting to us the Provision of it likewise, only by an Opinion of the Provincial Council of Patna, expressing their own better Competency for this Charge. Accordingly, the Sale of the Ophium has rested in our Department several Years; we have from Time to Time given you an Account of its Produce; and our Conduct in this Business has not been arraigned from any Quarter. But notwithstanding the Facts, the Governor General and Council, at the same Time that they disclaimed any Intention of implying a Censure upon our Management, notified to us in the Month of May last, their Resolution to take away the Sale of the Ophium from our Department, and to give it to the Superintendant of the Khalsa. Hereby we are, without any assigned Reason, deprived of a Privilege, which, having been formerly questioned, was referred to your Honourable Court, and by you deliberately confirmed to us. However averse to further References, we cannot avoid humbly to submit this Proceeding to you: And we submit also, that having given our Board a Constitution, it is absolutely requisite, for the Preservation of it, that a Limit be fixed to Changes originating here.

APPENDIX, N° 79.

ADDITIONAL SUPPLY of SALT PETRE and OPHIUM granted to the Danes in 1781.

Extract of the General Letter from Bengal, dated 29th December 1781.

Par. 16. YOU will observe by our Consultations, that we have consented, at the particular Solicitation of the Danes, to increase the Proportion of Saltpetre and Opium allotted them for this Year, to 16,000 Maunds of the former, and 400 Chests of the latter. We the more readily granted such an Indulgence to that Nation, because their Government here has always manifested the most peaceful and amicable Disposition towards the Company; and the Proportions which had been usually allowed to the French and Dutch being intirely saved since the Commencement of the War, afforded us the Means of doing it with less Inconvenience to our own Occasions. They have been extremely thankful for this Mark of our Favour.

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APPENDIX, Nº 80.

EXTRACT of Bengal General Consultations, the 17th September 1781.

MR. Wheler, conformably to the Desire of the Governor General, lays before the Board a Letter from Colonel Watson, respecting the Sale of the Company's Opium.

Gentlemen,

Having long considered, with great Surprise, the many Disadvantages to which the Europeans and Indian Commerce of the Company and British Subjects are subjected to at the Port of Canton, by the Monopoly of the Cohong Merchants, who by such authorised Establishment are unable to enhance the Value of their own Commodities, and lower the Price of all Goods imported into China at their mere Will and Discretion; I am at this Time induced to lay before the Board my Opinion of the great Benefits which might probably accrue to the Public, by an Attempt to open a Trade with the Eastern and more Northern Provinces of China, whose Inhabitants are now, and have ever been, the chief Consumers of the most valuable Articles exported from Great Britain; and it is to these Provinces that we are principally indebted for the Two most beneficial Articles of our Commerce, Tea and Raw Silk.

I am entirely at a Loss to account for the Reasons which first influenced the European Companies to fix upon Canton, the most Southern Port of the Chinese Empire, as a general Emporium for vending the Produce of their respective Northern Climates; and still more surprised at the Continuance of their Trade to that Port only, since it has been known, that their Commerce with the other Provinces was neither prohibited or obstructed by the Emperor's Order. The Attempts made by the English Company in the Year 1755, 1756, and 1757, to open a Trade at the Port of Limpo, in the Province of Checkyang, is an indubitable Proof of the Fact.

By thus making Canton the only Mart for the Sale of European Goods and Purchase of Chinese Commodities, the Cohong Company has had its Rise, and are enabled to pay immense Bribes to the Mandarines of Government for their lucrative Monopoly, which they have for many Years exercised, to the great Prejudice of the Company as well as of Individuals; and I am credibly informed, that the British Subjects alone have, by their Confidence in the Credit and Security of the Cohong Company, already sustained a Loss of something more than Seven Millions of Spanish Dollars, by Money lent upon Bond; which enormous Sum still remains due to them, and almost without any Prospect of ever being repaid, except by an immediate Representation to the Court of Peking. The late Demands and Representations made by Captain Panton, to the Governor of Canton, have only extorted something like a Promise to oblige the Chinese Merchants to repay the principal Sums lent within the Space of Ten Years.

The present deplorable State of our Commerce to China, in particular that of Bengal, from the Controul which the Cohong Company are allowed to exercise at the Port of Canton, must soon be severely felt by the East India Company themselves, as the Sales of Opium, and such other Articles as are procured with it, are now little more than sufficient to purchase the necessary returning Cargoes, and do not allow our Merchants to furnish the Company with the usual Supplies of Cash, so necessary for compleating their China Investment.

In order to remedy this unfavourable Circumstance, and prevent the great Loss which the British Nation must soon suffer by a Diminution of their China Imports, from a want of Cash to compleat the Lading of their required Tonnage, I take the Liberty likewise to suggest the Expediency of this Government now taking the Opium Trade to China immediately under its own Management, and consigning the whole Quantity that may be required for that Market to the Company's Supra Cargoes at Canton. The great Losses and Disappointments which the British Traders in Opium have suffered this last Season, call for such a Remedy as I have recommended, and I do not see any other Expedient that can so compleatly counteract the Cohong Monopoly, as that of the Company themselves becoming the only Dealers in this Staple Article; upon which (so certain is the Demand for it) they may affix almost what Price they please in Reason.

By the best Authority, I find that the present Yearly Consumption, in the South East Provinces of China alone, amounts to Twelve hundred Chests; which, at the moderate Price of Five hundred Spanish Dollars per Chest, will furnish the Company with a Supply of 6 Lacks of Dollars per Annum to compleat their Investment.

If the Board, upon mature Deliberation, should adopt my Opinions respecting the probable Advantages which might accrue to the British Nation and the Company, by an Attempt to open a Trade with the Eastern and Northern Provinces of China, and carry our European Commodities to those Countries that now consume and take off the principal Articles of the British Exports, as well as furnish the most valuable Articles for the European Markets; and also approve of the present Expediency of monopolizing the Opium Trade in China; in that Case, I take the Liberty

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Liberty of making a Tender of my Ship, now building at Kidderpore, for the Purpose of carrying both Plans into Execution; for which, in my humble Opinion, she will be exceeding well adapted, on account of her great Force and moderate Draft of Water, besides promising, when sheathed with Copper, to be a prime Sailor.

The Opium intended for the China Market, I propose to take upon Freight, the Amount of which may be either paid in Bengal or at Canton as the Board may deem most eligible; and after delivering this Opium to the Supra Cargoes, I further propose to freight the Ship to the Company at a stipulated Rate per Month, during such Time as she may be employed in attempting to open a Trade with the Eastern and Northern Provinces of China, or in executing any further Plans which may be thought expedient by Government, till her Return, and the Delivery of her Cargo at the Port of Canton.

Such are the Outlines of the Plan which I suggested to the Consideration of the Board; and I am persuaded, if the Endeavour to open a Trade with the Eastern Parts of China is intrusted to a Man of Prudence and Perseverance, that such Light will be obtained as must have the most beneficial Consequences both to the Company and British Subjects in India.

Fort William,
29th March 1781.

I am,
with Respect, &c.
(Signed) Henry Watson.

Agreed, That Lieutenant Colonel Watson's Tender of his Ship the Nonsuch, to carry Opium to China on account of the Honourable Company, be accepted on the following Terms:

The Nonsuch to be ready to sail from this Port in all the Month of December.

The Quantity of Opium to be sent on the Nonsuch not to be less than Two thousand Chests, for which the Board agree to allow Colonel Watson 50 Sicca Rupees per Chest Freight from Bengal to Canton.

The Amount of the Freight to be paid to Colonel Watson's Agents at Canton, by Bills drawn on the Supra Cargoes there by this Government, at the usual Rate of Exchange, namely 41 Spanish Dollars per 100 Current-Rupees.

If the Board shall think proper to lade on the Nonsuch any other Goods or Treasure for China, such Goods or Treasure to be delivered at Canton Freight-free.

Colonel Watson to enter into Engagements, that no Opium shall be received on board the Nonsuch, either before her Departure from this Port, or at any Time during her Voyage from Calcutta to Canton, except what shall be laden on her by the Governor General and Council.

The Port Charges and Privileges to Officers to be paid by the Company, and the latter to be determined by such respectable Merchants of Calcutta as may hereafter be chosen for that Purpose.

Read the following Letter from Lieutenant Colonel Watson.

Gentlemen,

As I am unable to equip the Nonsuch with a sufficient Number of Cannon proper for her Defence, either from the Company's Stores, or by private Purchase in the Settlement, I am in consequence compelled to request the Assistance of the Board; and flatter myself, that there will be no Impropriety in my soliciting the Favour of your Application to the Presidency of Fort St. George, for such a Number of Iron Ordnance as may be requisite to arm her in the best Manner, in order to insure the Safety of the Company's Property with which she is to be laden.

The Guns wanted, and most proper for the Nonsuch, are light Iron Twelve Pounders from Ten to Fifteen or Eighteen hundred Weight, either of the Carron or any other new Manufactory; the old Guns of this Calibre being in general very indifferent.

If Thirty-six Guns of this Nature can be spared from the Arsenal of Fort St. George, they will be sufficient to complete the Ship upon the most extensive Plan; but with a less Number she may be well equipped, by the Assistance of the old short Guns now in Fort William.

Fort William,
15th September 1781.

I am, with great Respect,
(Signed) Henry Watson.

Agreed, That the following Letter be written to Fort St. George.

My Lord and Gentlemen,

Having come to the Resolution of taking up the Ship Nonsuch, now building in this River by Lieutenant Colonel Watson, for the Purpose of carrying the Honourable Company's Opium to China in December or January next; and Lieutenant Colonel Watson having represented to us, that he is unable to equip her with a sufficient Number of Cannon proper for her Defence, either from the Company's Stores, or by private Purchase in this Settlement; we are induced to request, that you will send us, by the earliest Conveyance, Thirty-six light Iron Twelve Pounders, from Ten to Sixteen or Eighteen hundred Weight, either of the Carron or any other new Manufactory, that this Vessel may be properly armed, in order to ensure the Safety of the Company's Property with which she is to be laden; and for your more particular Information we transmit you Copy of Colonel Watson's Letter on this Subject.

Fort William,
17th September 1781.

We are, &c.

APPENDIX,

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APPENDIX, N° 81.

EXTRACT of Bengal General Consultations, the 2d January 1782.

MR. Wheler reports to the Board, That the Nonsuch will soon be ready to sail for China, with the Opium which has been ordered to be laden on board her.

Agreed, That the following Letter be written to Canton:

Gentlemen,

Our Letter of the 29th October, of which you will herewith receive a Duplicate, will explain to you the Nature of our Agreement with Captain Thornhill, for the Supply of your Treasury with Funds for the Provision of the next Year's Investment, to the Extent which may be yielded by the Sale of 1,466 Chests of Patna Opium, of the Produce of last Year, which has been consigned to him for that Purpose.

The Impracticability of selling the Company's Opium here in the usual Manner, at any reasonable Price, on account of the Apprehension which the Merchants lay under from the Enemy's Cruizers in the Streights; and because at this Time the lucrative Trade in Rice to the Coast of Coromandel, where there is a great Scarcity of that Article, has diverted all the Shipping of this Port from other Voyages; made it necessary for us to adopt some Plan of disposing of so valuable a Part of the Company's Property; and as we judged that the Consignment of a large Cargo of Opium to you, might be able to bear the Charge of lading it on a fit Vessel for Defence, which private Merchants, unless they had entered into a Combination for that Purpose, could not afford, we agreed to accept a Proposal which was made to us by Lieutenant Colonel Watson, our chief Engineer, for transporting 2,000 Chests by the Nonsuch, an armed Vessel which he had lately built, and sheathed with Copper, mounting 32 Guns. We inclose, for your more complete Information, Copy of our Minutes, in consequence of the Offer which was made to us; and request that you will conform to them, so far as depends upon you. An Invoice and Bill of Lading of the Quantity shipped, being Chests, amounting to C. R^s are likewise inclosed.

We have found it necessary, for the Supply of the public Exigencies of this Presidency, and of those dependent upon us, to take up a further Loan upon the Security of this Consignment, to be repaid in like Manner with the former, by Bills upon the Court of Directors, to be granted by you for the Amount, if it shall not exceed the Proceeds of the Opium; or in case of any Excess, by a proportionate Division, and the Re-payment of such Excess from our Treasury here, on proper Vouchers from you being produced here to claim it. You will understand the Terms better, from the inclosed Copy of our last Advertisement for a Loan of Ten Lacks of Rupees upon this Plan; and we beg Leave to request your Conformance to it.

We shall transmit you, from Time to Time, Lists of such Certificates as we may grant upon these Loans, distinguishing that received upon the Betsey, from the latter which we may receive upon the Nonsuch.

We think it necessary to observe, that the Nonsuch will enter the River at China as an armed Ship, and will not be reported as bearing a Cargo of Opium, that being a contraband Trade: You will therefore concert such Measures as may be adviseable to secure the Property in the most effectual Manner, and give Directions accordingly to the Captain.

We are, &c.

Fort William,
2d January 1782.

APPENDIX, N° 82.

EXTRACT of the Company's General Letter from Bengal, dated the 29th December 1781.

THE Employment of all the Shipping of this Place in supplying the Coast with Grain, and the Difficulties and Obstructions apprehending to the Navigation of the China Seas, from the Number of Cruizers and Privateers which have been, and are expected to be fitted from Mauritius, Batavia, &c. to interrupt the Trade of the Eastward, had so much reduced the Demand

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mand for Opium, that we found no Bidders at the Company's Sales at the Close of the last and the Commencement of the present Year, nor any Persons willing to become Purchasers of that Article at the moderate Price of 400 Rupees per Chest, at which it was afterwards exposed for private Sale. From these Causes, almost the whole Produce remained on our Hands. We therefore engaged in a Scheme, which was proposed to us by Captain Thornhill, for disposing of 1,490 Chests of the old Opium, on the Company's Account, at Rhio and other Places in the Streights of Malacca, the net Produce of which is to be paid into the Hands of the Supra Cargoes at Canton, for the Use of the China Investment.

We have accordingly laden 1,460 Chests of Opium on the Betsey, a coppered Vessel belonging to Captain Thornhill, and consigned it to him for Sale, at such Places as he in his Discretion shall direct. The Vessel is properly armed to make a good Defence, and we have lent Captain Thornhill, for this Service, Two Twelve-pounders and Ten Six-Pounders, which he is to deliver back into the Arsenal on her Return from the Voyage. His sailing Instructions to Captain Giddes who commands her, have received our Approbation, and stands recorded in the Consultation noted in the Margin.

29th October. We have made a further Agreement with Lieutenant Colonel Watson, upon a Plan suggested

17th September. to us in a Letter from him, which is also noted in the Margin, to lade on board the Nonsuch, a Ship of Force, lately built in his Docks, and sheathed with Copper, 2,000 Chests of Opium, being the Produce of the present Season; and which, for the Reasons already assigned, we had no Means of converting into Money. This we have consigned to the Supra Cargoes at China, to be disposed of in such Manner as they shall think proper to direct.

We hope that these Two Remittances will turn out as we expect, if they arrive safe, and yield an ample Fund for the Provision of your China Investment for the ensuing Year.

In order to raise a Supply of Money to enable us to answer the heavy Calls which have been made upon us from the other Presidencies, and to make up for the Resource which we had expected from the Sale of the Opium; we agreed to receive upon the first Dispatch by the Betsey, a Loan to the Amount of Ten Lacks of Current Rupees, in the usual Proportions, from the Civil and Military Servants of the Company; for which we are to grant Certificates, entitling them to demand Bills of Exchange on you, from the Supra Cargoes at Canton, for the Value, in case of the *safe Arrival of the Opium*, or the Produce thereof, at China; but if any Accident should happen to prevent its Arrival, the Amount is to be repaid to them here, or such Part of it as shall be deficient, with Interest at the Rate of 8 per Cent. per Annum; which Stipulation we thought it necessary to make, lest that Means of providing for Payment of the Bills in England should fail of Success. We have likewise agreed to take up a further Sum of Ten Lacks on the Dispatch by the Nonsuch, upon the same Terms; but this Subscription is open to others as well as Company's Servants.

Not having it in our Power to spare a sufficient Number of Guns of a proper Weight and Calibre, to enable Colonel Watson to arm his Vessel as she ought to be for this Expedition, we wrote to Fort St. George; and though in Reply to our Letter they inform us that they cannot exactly comply with the Indents, yet we hope, by the Assistance of that Presidency, to procure such Guns as will serve to make the Vessel sufficiently formidable to resist any single Ship that may attack her.

APPENDIX, N° 83.

EXTRACT of Bengal General Consultations, the 3d December 1781.

READ the following Letter from Colonel Watson.

Gentlemen,

Although I have generally engaged not to receive any Opium on board the Nonsuch, except such as may be laden on Account of the Company, I yet presume to request as a Favour from the Board, that I may be permitted to carry Two hundred and Fifty Chests of the Company's Opium on my own Account; which Quantity, I understand, may be readily disposed of at the several Ports where it will be necessary for the Ship to touch at for Wood, Water, or Intelligence, during the Prosecution of her intended Voyage through the Eastern Islands. But should I be disappointed in disposing of the Whole in this Manner, as I propose, for the better Security of the Ship, to have her attended by a fast-sailing Sloop, I shall then be able to put any Opium that may remain unsold on board her; and in such Case, I propose to leave the Sloop in some convenient Place, for the Purpose of selling the Remainder.

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As any Sales of Opium which may be made among the Eastern Islands cannot in the least affect the Company's Sales in China, I am thereby induced to flatter myself that my Request will not be denied; more especially as I am ready to give the most ample Security, that no Part of the Opium carried on my own Account on board the Nonsuch, shall be disposed of within a Hundred Leagues of the Coast of China; and am further willing to pay the Company whatever Price the Board may deem reasonable for the Opium which I wish to purchase.

I am, with great Respect,
Gentlemen, &c.

Fort William,
28th November 1781.

(Signed) Henry Watson.

Mr. Wheler—I agree to Colonel Watson's Request; and propose that 250 Chests of Opium may be delivered to him, at the Average Price of the last Year's Sales.

Read another Letter, as follows, from Colonel Watson:

Gentlemen,

As I am given to understand by Captain Richardson, the Commander of the Nonsuch, that Fifty Tons of Lead will still be required for Dunage and Ballast before the first Floor of Opium can be securely stowed, I am, in consequence, induced to make the following Offers to the Board; That they will either permit me to carry that Quantity of the Company's Lead at a small, or even without Freight to China, or allow the same to be delivered from the Company's Store, upon my paying the Value of it to the Board of Trade.

By the unusual Delivery of Lead from the China Ships of this Season, a surplus Quantity has been brought into the Company's Stores in Bengal, from which the Fifty Tons required for the Use of my Ship may be well spared, without Prejudice to the Settlement.

I am, with great Respect,
Gentlemen, &c.

Fort William,
30th November 1781.

(Signed) Henry Watson.

Agreed, That the Board of Trade be desired to deliver Fifty Tons of Lead to Colonel Watson, on his paying the Amount of the same.

The following Letter is accordingly written to the Board of Trade.

Gentlemen,

Having received an Application from Lieutenant Colonel Watson, for Fifty Tons of Lead to be employed as Dunage and Ballast on board the Nonsuch, which Ship is engaged to carry the Company's Opium to China; we request that you will order the Delivery of this Quantity to Colonel Watson, on his paying the Value of it into your Treasury.

We are, &c.

Fort William,
3d December 1781.

(Signed) Governor General and Council.

EXTRACT of Bengal General Consultations, the 18th February 1782.

The Secretary lays before the Board the following Letter from the Company's Attorney.

Sir,

Inclosed you will receive the Agreement from the Honourable Company to Captain Thornhill, for exporting the Honourable Company's Opium to China, and the Counterpart thereof executed by Captain Thornhill; which I request you will please to lay before the Honourable Board.

I am, &c.

(Signed) Geo. Wroughton,
Attorney for the Honourable Company.

Fort William,
6th February 1782.

Agreed, That the Contract be signed, and the first Part sent to Captain Thornhill.

Read

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Read the following Letter from Colonel Watson.

Gentlemen,

I request the Favour of the Board to allow me to receive from the Arsenal the following Supply of Stores, for the Use of the Sloop Patna, carrying Twelve Two Pounders and Two Twelve Pounders, which will attend the Nonsuch as a Tender during her intended Voyage to China; viz.

Round Shot — — —	for Two Pounders — —	240
Case Leaden Shot of 2 oz. Balls fixed to Bottoms,	for Ditto — — —	124
Ditto of Ounce Balls Ditto	for Ditto — — —	120
Priming Wires — — —	— — — —	12
Copper Tubes filled — —	— — — —	480
Spunges fixed to Rammers —	for Two Pounders — —	12
Tompions — — —	for Ditto — — —	12
Lead Aprons — —	for Ditto — — —	12
Copper Measures — —	of $\frac{3}{4}$ lb. — — —	2
Ditto — — —	of $\frac{1}{2}$ lb. — — —	2
Gem Bitts — — —	— — — —	2
Wads — — —	for Two Pounders — —	480
Gem Ladles with Wad Hooks for Ditto	— — — —	2
Gunners Horns — — —	— — — —	6
Muscovia Lanthorns — —	— — — —	2

I am &c.

Fort William, (Signed) Henry Watson.
9th February 1782.

Agreed, That Colonel Watson's Request be sent to the Board of Ordnance, to be complied with.

Read another Letter, as follows, from Colonel Watson.

Gentlemen,

The Board having been pleased to allow me to receive Two hundred and Fifty Chests of Opium, Part of the Dutch Provision, I request the Favour of an Order for its Delivery. The Amount, agreeable to the Medium Rate of Sales, I will discharge in the Course of next Month, having already a much greater Sum due to me from the Company.

I am, &c.

Fort William, (Signed) Henry Watson.
11th February 1782.

Ordered, That the Committee of Revenue be directed to deliver 250 Chests of Opium to Colonel Watson, giving him Credit for the same as he desires.

APPENDIX,

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APPENDIX, N° 84.

EXTRACT of Bengal General Consultations, the 28th January 1782.

READ a Letter from Mr. Cudbert Thornhill, as follows:

Honourable Sir and Sirs,

I beg Leave to acquaint your Honourable Board, that I am about to take my Departure, in order to execute the Commission with which you were pleased to entrust me, of adjusting the Sales of the Ophium shipped on the Betsey, at Rio, Tringaney, or any other of the Eastern Ports she may have touched at; and finally to settle the whole Account of the Concern, by seeing that the Produce of the Betsey's Cargo is punctually paid into the Hands of the Supra Cargoes at Canton; in conformity to a Plan submitted by me, and approved of by your Honourable Board. And as I propose leaving this Place about the 1st or 2d of next Month, I am to request, that you will be pleased to honour me with your final Instructions as soon as may be convenient; and to give me such Powers and Authority for conducting the Business committed to my Charge, in the Execution of which, I take the Liberty to assure your Honourable Board, that every Endeavour of mine shall be used to bring it to a successful Conclusion.

As I understand that your Honourable Board has directed the Yarmouth to proceed to Rio, for the Purpose of taking in Part of the Produce of the Opium shipped on board the Betsey, I request you will favour me with a Copy of the Instructions given to the Captain respecting this Business; and as it will greatly facilitate the conducting of the Concern, I humbly solicit that your Honourable Board will be pleased to direct the Captain of the Yarmouth to obey whatever Orders I may give him after his Arrival at Rio, for prosecuting the Voyage from thence to China in such Manner as I may find the most adviseable; and, as the safe Arrival of the Yarmouth is of material Consequence to the general Plan of the Concern, I take the Liberty to recommend to the Honourable Board, to order the Captain to sail from Madras, and through the Streights of Malacca, in Company with the Europe Ships bound to China, provided they leave the Coast before the 15th of June next; but the Yarmouth ought on no Account to wait longer for them than that Date: And if they should not sail by that Time, the Captain should be directed to proceed singly to Rio with all the Expedition possible.

I beg Leave to lay before you my Bill for the Freight; for the Amount of which I request you will grant me Bills on the Supra Cargoes at Canton, payable at One Month after Sight, and the same Exchange as the Certificates granted by your Honourable Board.

I have the Honour, &c.

(Signed) Cudbert Thornhill.

Calcutta,
26th January 1782.

Ordered, That the Secretary do acknowledge the Receipt of Captain Thornhill's Letter, and give him Directions to proceed immediately to the first Port at which the Betsey may have touched; that Port being, agreeable to the Plan of the Voyage, the Port of Rio; to adjust at that Place any Sales of Opium that may have been made, and to receive and ship the Produce of them on board the Betsey or Yarmouth. In case of any Accident or Delay in the Arrival of the Yarmouth, Captain Thornhill is to lade such Part of the Produce of the Opium as cannot be laden on the Betsey, on any other Ships that may offer to China; and the Secretary is directed to give him full and ample Power and Authority to act in such Manner, in conducting the Voyage of the Betsey, as he may think most likely to bring it to a speedy Conclusion, by following that Ship, as nearly as he can, to every Port at which she may touch between this and China; and to adjust and settle all Accounts and Sales, so that the whole Produce of the 1,466 Chests of Opium, shipped on that Vessel, may be paid into the Hands of the Supra Cargoes at Canton as expeditiously as possible.

Ordered, That the Secretary do write to Captain Richardson, commanding the Yarmouth, directing him to wait at Madras for the Europe Ships bound to China till the 15th June: That if they sail on or before that Date, he is to proceed with them through the Streights of Malacca, and then to Rio; but should the Europe Ships be detained longer than the 15th June, he is to sail singly to Rio; and on his Arrival at that Port, he is to put himself under the Orders of Mr. Cudbert Thornhill, and obey whatever Directions he may give him for carrying a Part of the Produce of the Betsey's Cargo of Opium from thence to China; and after he has delivered his Cargo there, in the Manner that Mr. Thornhill may direct, he is then to return with all possible Expedition to this Port.

Ordered, That Drafts be prepared, for the Signature of the Board, on the Supra Cargoes at Canton, in favour of Mr. Cudbert Thornhill, payable One Month after Sight, for the Amount of the Freight Bill delivered in by him, being, on 1,466 Chests, at 50 S^a R^s per Chest, 73,300 R^s.

Resolved,

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Resolved, That the following Letter be written to Fort Saint George.

Gentlemen,
We now dispatch the Yarmouth, with Military Stores and Provisions, for your Presidency, agreeable to the enclosed Invoices and Bills of Lading.

Having armed this Ship, and placed her on a War Establishment, for the Purpose of Convoying the Betsey, which has been laden with Opium, to be disposed of in the Streights of Malacca, the Proceeds whereof are to be remitted to China; we take this Opportunity of placing several Vessels, bound to Fort Saint George, under her Protection, and have ordered Captain Richardson, who commands her, to sail in Company with the Dartmouth, Indus, and Intelligence.

It is our Intention, that the Yarmouth, after having delivered such Articles as have been laden on board for your Presidency, shall proceed to join the Betsey, which carries a Cargo of Opium to be disposed of in the Streights of Malacca, under the Direction of Mr. Cudbert Thornhill, for the Supply of the China Investment at Rhio, or such other Port as he may have arrived at in the Course of the Voyage; but as the Yarmouth's sailing in Company with the Company's Europe Ships bound to China, may be attended with mutual Security to both, we request that you will detain her for that Purpose, if there is any Prospect of its taking place, until the 15th of June next, but not later; and as Mr. Thornhill will probably find Occasion for Tonnage, to transport the Tin, or other bulky Articles, which may be received in Barter for the Opium laden in the Betsey, we recommend that each of the Commanders of the Company's Ships on that Destination, may be ordered to afford him what Assistance they can, in case they shall meet with Captain Thornhill, and he require it of them.

We are, &c.

Fort William,
28th January 1782.

Ordered, That the Secretary prepare Instructions for Mr. Thornhill, in conformity to the above Resolution.

Ordered, That the following Men of the Supernumerary Company, whose Times of Service are expired, be permitted to embark on board the Nonsuch, in the room of the like Number of Invalids, found unfit for that Service, who are ordered to rejoin their Companies; viz.

Aaron Spencer, Serjeant,	James Hook,
John Pikeman, D°	Dan[l] English,
Daniel Graham, Private,	James Whitford.

Supernumerary Company.
John Williams of the Artillery Invalid Company.

The above Men of the Supernumerary Company, are to be permitted to remain on the Strength of that Company, or receive their final Discharge, as they may choose.

Read the following Letter from Colonel Watson.

Gentlemen,
As the Number of Company's Troops on board the Nonsuch, including Thirty Sepoys from Captain Green's Battalion, will amount to Fifty-six, I request the Favour of an Order to the Surgeon General, for a small Proportion of common Medicines for their Use, during the Voyage.

I am, &c.
(Signed) H. Watson.

Fort William,
28th January 1782.

Ordered, That the Surgeon General be directed to furnish a small Quantity of Medicines for the Nonsuch.

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APPENDIX, N° 85. A.

EXTRACT of Bengal General Consultations, the 1st November 1781.

READ the following Letter and Enclosure from the Governor General:

Gentlemen,

The short Interval allowed between the Date of the Advertisement of the Board's Intention to open a Remittance to Europe, for the Benefit of the Company's Civil and Military Servants, through the Treasury at Canton, and the Time limited for the Delivery of the Names of the Subscribers to it, added to the Consequences of the Troubles in these Districts, having prevented many Gentlemen in this Part of the Country, who were desirous of subscribing, from communicating their Orders to their Correspondents at the Presidency in sufficient Time to be effectual, I have the Honour to transmit to the Board a List of their Names; and make it my Request, that if the Certificates have not yet been delivered to the Subscribers, according to the Proportion which at present stand allotted to them, or there should not be any other essential Impediment to the Compliance with the Wishes of these Gentlemen, they may yet be indulged with Shares in the Remittance.

I have the Honour, &c.
(Signed) Warren Hastings,
&c. Council.

Benares,
22 October 1781.

LIST

LIST of the Gentlemen mentioned in the Governor General's Letter to the Honourable Board, of this Date, as desirous of sharing in the Remittance to Europe through Canton, in Bills granted on the Honourable Court of Directors, by the Supra-Cargoes at that Place.

	Mr. David Anderson,
	Mr. Richard Sumner,
Majors	William Popham,
	— Humphries,
	— Lane,
Captains	James Law,
	— Dennis,
	— Harrison,
	Thomas Gladuun,
	Ludovick Grant,
	Jonathan Scott,
	Thomas Blair,
Lieutenants	John Harrison,
	William Toone,
	— Windwood,
	— Piggott,
	— Fallon,
	— D'Estene,
	— Mitchell,
	James Anderson,
	Alexander Macleod,
	— Reid,
	— Crawford,
	— Falvey,
	Charles Gladwin,
	— Moncreif,
	— Cammine,
	— Townsend,
	— Mackenzie,
	— Monisan,
	— Baillie,
	— Sands,
	Horsely Hutchisson,
	— Lucadore,
	— Evelyn,
Surgeon	Charles Laird.

(Signed) E. Hay,
Sub Secretary to the Honourable Governor General and Council.

As the Board understand that there is still a Balance of the Remittance unappropriated;
Agreed, That these Gentlemen be allowed to pay into the Treasury the Shares of their respective Ranks.

EXTRACT of Bengal General Consultations, the 5th November 1781.

Finding that there were still a considerable Balance of the Fund subscribed for a Remittance by Way of China unpaid, we have admitted the Names of the Persons recommended by you for that Purpose, and have allotted them the Shares of their respective Ranks in the Service; the Amount will of course be received from their Agents at the Treasury.

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APPENDIX, N° 85. B.

EXTRACT of the General Letter from Bengal, dated 5th May 1781.

At the Recommendation of the Governor General, we have granted the Contract of the Provision of Opium produced in the Provinces of Bengal and Bahar, to Mr. Stephen Sulivan, for the Term of Four Years, commencing from the 1st of next September, *on the same Conditions as it is at present held by Mr. Mackenzie*, whose Engagement will expire at that Time. In granting it for so long a Period, we had in View the Losses which the Contractor may, in the Event of any Disturbances in the Bahar Province during the present Situation of our Affairs, sustain in the manufacture of this Article, for which we deemed him entitled to the Consideration and Indulgence of Government. Conf. 16 March.

We are sorry to acquaint you, that owing to the indifferent State of the Markets of last Season to the Eastward, and the very enhanced Rates of Insurance, which the War has occasioned, we have not been able to dispose of the Opium of the present Year to so great an Advantage as we expected; and that more than One Half of it remains still in your Warehouses. For our different ineffectual Endeavours to dispose of it by public Auction, and the Mode we have since been obliged to pursue, in selling it by private Contract, we beg Leave to refer you to the Consultations marked in the Margin, which will fully explain to you our Proceedings on this Subject. Conf. 23 Jan. 23 March.

APPENDIX, N° 86.

EXTRACT of the Company's General Letter to Bengal, dated 12th July 1782.

53. HAVING, by our Letter of the 23d December 1778, Par[s] 86 to 88, condemned the Contract entered into with Mr. Mackenzie for the Provision of Ophium, we cannot but be surprized at your having concluded a new Contract for Four Years, relative to that Article, with Mr. Stephen Sulivan, without leaving the Terms of it to the Decision of the Court of Directors. We do not mean to convey any Censure on Mr. Sulivan respecting this Transaction; but we cannot withhold our Displeasure from the Governor General and Council, at such an Instance of Contempt of our Authority. Neither can we approve of your having abolished the Office of Inspector, and at the same Time ordering all the Ophium to be consigned to the Vendue Master, allowing him a Commission thereon, when, in our Opinion, it should have been sent to the Board of Revenue, or to the Board of Commerce.

54. It would have been much more agreeable to us to have seen, that the Monopoly of this Trade had been entirely abolished, leaving the Article of Ophium as open as any other Produce of the Country. We think that the Cultivator should receive every Advantage from the Produce of his Lands, which would be a most pleasing Inducement to him to consent to an Increase of his Rent.

APPENDIX,

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APPENDIX, N° 87.

EXTRACT of the Company's General Letter to Bengal, dated 12th July 1782.

55. THE Diſpoſal of 1,460 Cheſts of Ophium, on the Company's Account, at Rhio and other Places in the Streights of Malacca, the net Produce of which was to be paid into the Hands of our Supra Cargoes at Canton; and we do not ſee any Objection to the Scheme.

56. But with regard to the Conſignment of 2,000 Cheſts of Ophium immediately to the Supra Cargoes, to be diſpoſed of in ſuch Manner as they ſhall think proper; we have been informed, that the Importation of Ophium to China is forbidden by the Chineſe Government, on very ſevere Penalties. The Opium on Seizure is burnt, the Veſſel on which it is brought to the Port confiſcated, and the Chineſe in whoſe Poſſeſſion it may be found for Sale, puniſhed with Death. Under any Circumſtances, it is beneath the Company to be engaged in ſuch a clandeſtine Trade; we therefore hereby poſitively prohibit any more Ophium being ſent to China on the Company's Account.

APPENDIX, N° 88.

EXTRACT of Minute of Meſſrs. Clavering, Monſon, and Francis, dated 11th January 1775.

29. THE only extraordinary Matters of Deliberation which have come before this or the Revenue Board, and which have taken up any conſiderable Portion of our Time, were either ſuch as could not poſſibly be avoided or haſtily diſmiſſed, or ſuch as the Governor General himſelf has thought proper to introduce. The Complaint of the Molungees was not ſearched after or encouraged by us; we found it exiſting, and the Complainants at our Doors, crying for Juſtice. We conſider their Complaint as not only of great Importance in itſelf, on the Score of the Injuſtice done, and Juſtice due to the Complaint of the Petitioners; but as a Matter, the Inveſtigation of which will furniſh the Court of Directors with ſome important Lights upon the general Management of this Branch of their Revenue.

30. The Conſultations of the Revenue Board will help to ſhew the Court of Directors what immediate Intereſt the Governor had to protect the Contractors, the principal of them being the Banyan of Captain Weller, who livedin the Governor's Family, and who is admitted to have had a Share in the Contract. We ourſelves have Reaſon to believe, that the Profits of the Contract were chiefly engroſſed by Captain Weller, and that a conſiderable Share of them has been appropriated ſince his Death to the Uſe of his Widow, who is in England. To this Affair, and to another, wherein the Governor's own Banyan, Cantoo Baboo, appears to be concerned, but which has not been yet regularly enquired into, we impute the Reſentment ſhewn by the Governor towards Mr. Fowke; by whoſe Aſſiſtance, not voluntarily offered, but requeſted by General Clavering, ſome of theſe Diſcoveries were made. Much Time has been loſt by the Governor in purſuing his unjuſt Attack on Mr. Fowke, whoſe unblemiſhed Character, and Knowledge of the Language, had recommended him to General Clavering, for the Inveſtigation of the Complaints and Petitions preferred to him by the Molungees.

31. A great Body of theſe People, to the Number of 250, have been near Three Months in Calcutta, ſoliciting and waiting for Juſtice. In conſequence of an Examination at the Board, of the Parties, and our Opinion thereupon, a Suit is ordered to be inſtituted in the Supreme Court of Judicature, againſt the Contractors, for the fraudulent and oppreſſive Conduct with which they are charged.

32. The Facts, as they appeared to us on the Examination, are theſe. The Molungees, who had been uſed to work for the Merchants, previous to the Contract, for 50 and 55 Rupees per 100 Maunds,

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Maunds, were compelled by the Contractors to work for 40 (Sepoys being quartered on them) and afterwards to deliver after the Rate of 112 Maunds, and upwards, as far as 125 Maunds, for every Hundred, by Means of a fraudulent Contrivance to increase the Measure. Combining the Diminution of Price with the Advance on the Measure, it appears plainly to us, that these wretched People are defrauded of not less than 29 Rupees in the Value of 125 Maunds of Salt. Such a Fraud, considering the small proportionate Value of the Commodity, is of itself enormous. The Means by which it is perpetrated, imply and produce every Effect of Avarice and Extortion, supported by arbitrary Power, and neither checked by Shame, nor restrained by the common Dictates of Humanity.

33. When the Year was up, Sepoys were again sent, evidently with a View to force them to yield to an Adjustment of Accounts, in which the Contractors falsely took Credit for the highest Price of their Labour. When they came up to Calcutta to complain, they were sent by the Roy Royan to the Contractor's House, under Pretence of redressing their Wrongs, where they were seized and carried back to the Salt Works by a Guard of Sepoys. On the Consultations of the Calcutta Revenue, it appears that these poor People had fled from their Habitations, and had abandoned the Colaries to take Refuge in the Woods, where many of them had been devoured by Tygers. Every Day, we are convinced, will throw such new Lights on this Subject, that what we have now stated will appear but an inconsiderable Part of the whole Abuse.

34. We had much Opposition from the Governor and Mr. Barwell, on the Resolution to prosecute in the King's Court. Both the Offence, which is Oppression of the highest Order, and the Offender, who is a Banyan, appear to be most particularly the Object of that Reformation, which the Legislature had in View in the Institution of the King's Court. If such Offences, and such Men, were only to be tried, as the Governor proposed, by the Revenue Council, which possesses no legal Power of awarding Damages, or inflicting Punishments, we may venture to say, that the Legislature would have taken much Trouble to no Purpose, and that the Company has been put to an unnecessary Expence by the Establishment of a Supreme Court of Justice. Our Opinions on this Part of the Subject appear more fully in our respective Minutes in the Revenue Consultations, to which we refer.

35. If the Court of Directors should find Leisure to read all the Minutes entered on our Consultations on this and other Occasions, they will find such Doctrines asserted and maintained by our Opponents, as are not only repugnant to every English Principle, but to those common Dictates of Reason and Justice, which cannot be totally disregarded in any Form of Government whatsoever without Ruin to the State.

36. It is said, for Example, that the Molungees are in a State of Vassalage, and may be compelled to work at whatever Price the Master imposes on them. This Doctrine is not confined to the poor Salt Boilers, but seems to be extended to the Ryot, to the Manufacturer, and in general to all the first Sources of internal Industry. If such Opinions were merely speculative, we should take little Notice of them. We fear it will be found that they have been carried into Practice, and had a considerable Operation. We have reason to believe, that the great Want of Inhabitants in Bengal, and more particularly in the Province of Bahar, is more owing to the Exercise of the Powers which these Opinions establish, and to other Causes which a little Time will produce, than to the Famine, so frequently alledged or appealed to by Mr. Hastings, in accounting for the Failure in the Revenue.

37. On this everlasting Theme of Mr. Hastings we shall only for the present observe in general, that under any tolerable Form of Government the Effects of the Famine must long since have ceased to be felt, in a Country where Nature asks nothing of the governing Power but not to study to resist and defeat her Operations. The World will soon see, that it is Oppression of the most violent and pernicious Nature which has reduced this fertile Country to a State of Depopulation.

38. While the Examination of the Molungees was depending, we received Information that the Contractors, Bolram and Govendram Metre, had defrauded the Company of more than Two Lacks and a Half of Salt. The Information was so particular, specifying, in each Golah where the Salt is, the overplus Quantity which the Contractor had not declared, that we could not avoid giving Credit to it. Two of the Company's Servants have been sent down to weigh the Salt, and every Precaution taken to prevent its being previously removed, that we could suggest; but the Difficulties attending this Investigation are such, and so numerous, that we begin to renounce our Hopes of establishing any Discovery of Importance upon legal Proof, sufficient to convict the Contractors.

39. The Court of Directors will consider and make Allowance for these Difficulties: They arise in Part from the Nature of the Business; the Obscurity of Interpretation; the Perplexity of Accounts kept in a barbarous Language, between very artful Men on one Side, and very ignorant Men on the other; and the great Distance of the Golahs from each other. The principal Impediment of all arises from the immediate Interest which many Persons have in concealing Frauds of this Nature, and defeating all Inquiry into Abuses; enough however will assuredly be done to satisfy the Company, that extraordinary Frauds and Abuses have been practised and countenanced, to the Prejudice of this Branch of their Revenue.

APPENDIX

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APPENDIX, N° 89.

Governor General's Minute of the 24th of September 1776, relative to the Salt Trade.

EXTRACT of Bengal Revenue Consultations, the 24th September 1776.

Governor General,

IN Conformity to the Resolution of the Board, entered in Consultation of the 2d Instant, I here deliver my Opinion concerning the best Mode which may be adopted for the future Regulation of the Salt manufactured in these Provinces; premising, that I do not at this Time mean to offer any Plan for Execution, but merely to contribute my Proportion of the Knowledge which it has been judged necessary to convey to the Honourable Court of Directors upon this Subject by the Packet now under Dispatch. The total Want of Materials requisite to form a complete Plan, and the short Time allowed for it, were sufficient, independently of other Reasons, to discourage me from undertaking it, even as a Work of Speculation only; but the Objections are yet stronger to my recommending any Mode for Practice. It is uncertain what System may be adopted for the general Settlement of the Lands, after the Expiration of the present Leases. Every Branch of the public Revenue, in whatever Form, or on whatever Principles it may be conducted, has a mutual and inseparable Relation to the rest: Even the Constitution of the Government will require a Modification of all the Departments which issue from it, adapted to its Powers and the Means by which they can be exerted; accidental Causes may also powerfully contribute to influence the Determinations of Government on Points so essential to its immediate Interests.

I cannot exemplify these Observations by a stronger Instance than by that of the Distribution of the present Salt Farms or Contracts. At the Time in which the late President and Council had this Business under Contemplation, the greatest Part of the Salt Works was in the Hands of private Persons. The Company had directed them to be resumed for their own Benefit, and peremptorily ordered that a Revenue should be realized upon the Whole to the Yearly Amount of One hundred and Twenty thousand Pounds Sterling. The unfavourable State of the Company's Finances served to strengthen this Order. They were involved in a heavy and encreasing Debt, in this Country, and they had Bills to a vast Amount to pay at Home. The Stile and Spirit of all their Instructions strongly marked the Difficulties under which they laboured. Such a Situation called for extraordinary Exertions; and it became necessary to adopt that System for the Revenue of Bengal, whether arising from Salt or Land Rents, which appeared the most profitable in their immediate Operation, and therefore most likely to save this Government from the ruinous Expedient of again drawing Bills upon the Company.

Upon these Grounds, and under these Circumstances, it was resolved to dispose of all the Salt Works by Contract to the highest Bidders, and to sell the Produce on the best and securest Terms by public Auction. This Mode so effectually answered the immediate and professed Design of it, that in the Two first Years it yielded a clear Profit of Rupees 32,54,706. 1. inclusive of the Duties, as will appear by the accompanying Account.

Many Causes have since combined to reduce this Article of Revenue almost to nothing; some of these have their Sources in external Events, which, when this Plan was adopted, it was impossible to foresee or to guard against. The great Increase in the Importation of the Coast Salt, is of this Kind; all the Salt of Bengal had been monopolized for the Benefit of a Society of the Company's Servants in the Year 1766; the Price at Market was then higher than it has ever been since, without occasioning a large Influx of foreign Salt. Other Causes may possibly be attributed to the peculiar Circumstances of the present Government, and are therefore capable of a Remedy. The present Arrangement was especially calculated to the State of the late Council, as well on Account of the Number of Members which composed it, as of the perfect Knowledge which many of them had acquired in this Article of Revenue.

This Government is very differently constituted; its Numbers are fewer, and its Occupations much too important and extensive to admit of its bestowing its Attention to the minute and official Detail of Business. The State of the Company both here and at home, is happily freed from all its former Necessities, and can better afford to yield to more lenient Measures, which, while they produce a less immediate Profit, may tend to promote the Stability of their Interests, and insure future Advantages, by the Improvement of Commerce, the Encouragement of private Industry, and the Relief of the Ryots from too severe an Exaction of their Rents.

From all these Considerations it will appear, that the Mode which is the simplest in its Formation, which is the least liable to Oppression, and capable of yielding a moderate and reasonable Profit, will be best suited to the present Form of Government, and to the Exigencies of the Company.

I have

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I have been thus full in distinguishing between the Situation of the Company's Affairs in 1772 and 1776, and in stating the Motives which then influenced me, and the Principles upon which I think the present Government should act, because the Plan that I am now inclined to recommend for the future Management of the Salt Revenue, differs widely from that which I adopted under different Circumstances. What I have said will, I am convinced, be sufficient, with every candid and unprejudiced Person, to account for this Alteration in my Sentiments.

The professed Design of this Minute being rather to collect Materials for Information than for immediate Use, it will be proper to state the Subject of it in every Division of which it is capable.

There are Five Ways in which the Salt manufactured in the Province of Bengal, may be converted to the Profit of Government.

1st. By an universal Freedom in the Provision and Sale of it, subject only to a Duty.

2d. By entrusting to the Zemindars or Farmers of the Land Rents, the Charge and Property of all the Calliaries lying within their respective Zemindaries or Farms, allowing them the customary Advances for providing the Salt, and receiving their Payments in Salt.

3d. By entrusting to the Zemindars or Farmers of the Land Rents, the Charge and Property of all the Calliaries lying within their respective Zemindaries or Farms, allowing them the customary Advances for providing the Salt, and receiving their Payments in Money, Duties included.

4th. By letting the Salt Mahals in distinct Contracts, independent of the Zemindars or Land Farmers, allowing the customary Advances, and receiving Payment in Salt.

5th. By letting the Salt Mahals in distinct Contracts, independent of the Zemindars or Land Farmers, allowing them the customary Advances, and receiving Payment in Money, Duties included.

1st. The First of these Propositions is certainly the simplest; but the Profit of Government will be confined to the Duty, of which it will also be difficult to secure the Collection without a heavy Expence; and in case the future Orders of the Company, or other Considerations, should render it necessary to make other Changes, great Embarrassments would occur in adjusting the Claims of the Merchants to the Labour of the Molungees. This System was generally followed till the Year 1772, and the Duties annually collected commonly fell short of Two Lacks and a Half of Rupees.

2d. The only Objection to the Second, is the Payments being made in Salt. The Charges of Agents, Golahs, and other Contingencies, which bore but a small Proportion to the Price of Salt when the present Contracts were first made; the Losses by Negligence and Embezzlement; and the Inability of Government to attend to the Sales and Deliveries in the Manner which the Zemindar or Farmer, whose Interest is so much more immediately concerned in it, and who being on the Spot, can always give a personal Attention to it; added to the greater Facility and Confidence with which Individuals can transact Business with one another than with the Government; are all strong Objections to this Mode: none of which lie against the following.

3. This will be attended with no Expence, and little Trouble, besides ascertaining the Property of the Calliaries, which, from the frequent Intermixture of those of different Pergunnahs, may occasion Disputes not so likely to arise in the present Mode; and the Income which it will yield to Government, though not so great as that of former Years, will yet be considerable; it will be at least equal to the present reduced Revenue, liable however to be affected by the same accidental Circumstances as now operate against it, since an extraordinary Importation of foreign Salt, slow Sales, and bad Seasons, may put it out of the Power of the Zemindar or Farmer to fulfil his Engagements.

4. } 5. } The Board may now be able, from the Amount and Receipts of the present Contracts, and from other Materials, to ascertain the Quantity of Salt which each District can produce. It is no longer necessary to raise the greatest possible Revenue from this Article; and I continue in the Opinion I gave on a former Occasion, that much Dispute and Difficulty will be obviated by having the Salt Rents and the Land Revenue managed by the same Person. Of these two Modes, however, I think the last preferable, for the Reasons mentioned in my Remarks on the 2d and 3d Articles.

Although I have given a Preference to the third Mode of raising the Revenue on Salt, I will not at this Time attempt a minute Detail of the Manner in which this Plan may hereafter be carried into Execution; such a premature Discussion would be of very little Use to the Company. The Materials which will have been collected, the State of the Market, the Exigencies of this Government, and many other Considerations, must determine the Board at the future Settlement, both in fixing the Amount of Revenue to be raised from this Article, and the local Distribution and Assessment of it.

I cannot quit this Subject, without taking Notice of the Fortieth Paragraph of the General Letter by the Greenwich, in which the Company direct, that all Deliveries of Salt shall be transferred to the Board of Trade. I do not understand whether this is meant only as a Decision upon the Claim made by that Board in Consultation 16th January 1775, to the Management of this Part of the Company's Property, supposing it to continue separate from the Land Revenue, as it has hitherto been; or an Order implied that it shall continue separate. If this last Interpretation be just, it will effectually preclude the System which I have recommended, and leave no Choice but of the

Second

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Second or Fourth of the above Propositions. In that Case I should recommend the former preferably to the latter, for the Reasons already assigned. It is my Duty to convey to the Company my Sentiments upon a Subject professedly referred to them for their Decision, unbiassed by any Consideration but that of their Interests. Their Wisdom will decide upon the Points thus submitted to them, and it will be the Duty of those, who may be in the principal Administration of their Affairs, to carry their Orders implicitly into Execution.

APPENDIX, N° 90.

Mr. Hastings's PROPOSITION, in July 1777, relative to letting the Salt Farms.

EXTRACT of Bengal Revenue Consultations, the 16th July 1777.

Extract of Mr. Hastings's Plan for forming new Settlement of the Lands.

THAT the Provincial Councils be directed to let the Salt Mahls in like Manner, on the most advantageous Terms, with the Exception mentioned in the following Article, for a Ready Money Rent including Duties. The Salt to be left to the Disposal of the Farmers; that no Advances shall be made to them by Government; and that they shall not make any Claims of Balances after the Expiration of their Leases.

That a Preference be given to such Zemindars or Farmers as are willing to take the Salt Mahls lying within the Limits of their respective Farms, even though the Terms offered by them should be considerably lower than those of others.

Agreed, That the following Letter be circulated to all the Provincial Councils and Collectors, except to Ramgur and Patna.

To the Provincial Councils and Collectors (except Ramgur and Patna).

Enclosed we transmit you the Copy of a Plan on which we have determined to form the Settlement for the current Year: We direct you therefore to conform to it, and without Loss of Time to enter on the Business of the new Settlement.

We are, &c.

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APPENDIX, N° 91.

INSTITUTION of a Salt Office in 1780: And, The Governor General's Plan for the Management of the Salt Business of the 24 Purgunnahs.

Extract of the Proceedings of the Governor General and Council, in their Revenue Department, 1st February 1780.

THE following Letter from the Provincial Council of Calcutta, with the Proposals accompanying it, having been sent in Circulation to the Members of the Board, are now entered, with the Governor General's Plan, and Observations on the Subject, and the Opinions delivered thereon:

To the Honourable Warren Hastings, Esquire, Governor General, &c. Council of Revenue at Fort William.

Honourable Sir, and Sirs,

In Obedience to your Orders of the 14th Instant, we published an Advertisement for the Farm of the 24 Purgunnahs, for Two Years, with a Clause intimating that the Duty of 30 per Cent. which had been imposed upon Importation of Foreign Salt, would be continued during the Period of the Farm; and on Tuesday last we met to consider the Proposals which were in consequence delivered. The Terms offered in most of the Proposals were wholly inconsistent with the Conditions set forth in our Advertisements; some of them were absurd, and all of them so disadvantageous to Government, that we could not possibly accept of them. Copies of these Proposals we have now the Honour to lay before you. We called all the Persons that were in Attendance before us; and our Dewan has since applied to most of the principal Salt Merchants in Calcutta; and, on the Whole, we found, that only One responsible Man would offer any Terms whatever, unless a Sum of Money is lent by Government, of at least 100,000 Rupees; and the Terms which he has offered, are only 25,000 Rupees for the present Year, and 50,000 for the next, including, under these Sums, not only the Revenue of the Salt Farms, but also the Kalary Rents, which are paid through the Land Farmer. But were Government to consent to lend the Farmer 100,000 Rupees to enable him to carry on his Business, our Dewan is of Opinion, that Persons might be found to take the Farm for Two Years, from 75,000 Rupees to 100,000 Rupees for the present Year, and from 100,000 Rupees to 125,000 for the Second.

We could not but apprehend but that there was some Combination amongst the Merchants, which, beside the Causes which we have formerly represented to you, tended to undervalue the Salt Farm; and thinking it not adviseable, under such disadvantageous Circumstances, to make use of the Latitude which you allowed us, of extending the Farm beyond the Period of One Year, we endeavoured to make the Settlement for this Year only; but no Person would offer any Terms whatever. Being thus disappointed in our Endeavours to let the Salt Mahl to farm, except upon Terms which we cannot venture to recommend, the only Alternative which seems left is, to render the Mahl Khass for this Year, and to make the Salt, through Persons stationed in the District, on behalf of Government. We do not by this Means expect, that the Profit which will be realized to Government, will in anywise be equal to the Revenue for which the Salt Farms have of late Years been lett. Government will, however, receive all the Profit which the Salt Works can yield. And though this Mode is precarious, yet, rather than subject the Revenue of next Year to a Diminution from the present Prejudices and disadvantageous Circumstances, we are induced to recommend, that something of this Kind should be adapted for the present; because, if the Salt Works, not being carried on during the present Year, are suffered to go to Ruin, and to be over-run with Jungle, it will be difficult to restore them hereafter; and the Molungees, finding that they are not employed, will turn to other Avocations. The Land Revenue will likewise suffer, for most of the Molungees hold small Farms; and it is from the Advances which they receive on account of the Salt Works, that they pay great Part of their Rents.

We submit these Circumstances to your Consideration, and are with Respect,

Honourable Sir, and Sirs, &c.

(Signed) D. Anderson, and Council.

Fort William, 20th January 1780.

PROPOSAL of Ram Hurry Sein, dated 2d Maug 1186.

I agree to take the Farm of the Salt Mahl of the 24 Purgunnahs, including Barbooney, Desseyaut, Fossare, for Five Years, on the following Conditions:

1st. The Company must advance me Two Lacks of Rupees without Interest; this Sum is to remain with me for my Annual boiling for Five Years, and I will repay it afterwards within One Year.

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2d. Owing to the Lateneſs of the Seaſon, the whole Number of Callaries ſet at Work laſt Year will not be eſtabliſhed this. I will pay for the Bharboony Callaries, according to a Shumar on a Huſtabood to be made the preſent Year, at the Rate of 15 Rupees. In future, I will pay at the Rate of 20 Rupees. I will alſo pay Half the Rent of the Deſſy Callaries this Year; in future the Whole.

3d. I will pay the Haſſel Moffuſil at the Rate of 20 Rupees; in future at the Rate of 25 per Cent.

A true Copy.
(Signed) Willm Haverſham,
Secretary.

To the Honourable Calcutta Committee.

I Birjeemohun Berwaſs, of Calcutta, do hereby propoſe to farm the Callaries of Barbooney, Deſſy, Toffaul, Derreabaudy, Mautbay, &c. all Salt Mahls of the 24 Purgunnahs, for Two Years, on the following Condition: That I will pay to Government for the preſent Year, Duties for 200,000 Maunds of Salt, at 30 Rupees per 100 Maunds, being 60,000 Rupees, and the Rents for all Sorts of Callaries 25,000 Rupees, amounting together to 85,000 Rupees; and for the next Year I will pay Duties for 4,25,000 Maunds, being 1,27,500 Rupees, and the Rents for all Sorts of Callaries, 30,000 Rupees, amounting together to 1,57,500 Sicca Rupees. The Condition of the Payment for both Years is this, That the Rent of the Callaries to be paid in the Month of Bhadun, and the Amount of Duties to be paid on Pooſe. If I make a greater Quantity of Salt, or increaſe the Number of Callaries, the Profit of ſuch Surplus Salt, and the Produce of ſuch new Callaries, to be mine; but if there ſhould be any Deficiency on the Salt, or if the Number of Callaries ſhall decreaſe, the Company are not to ſuffer, and the Loſſes occaſioned thereby ſhall be upon my Head. I ſhall have Rowannahs from Government at any Time, for any Quantity I demand, without paying any further Duty to Government. If any Quantity of Salt is produced from thoſe Callaries that I propoſed for in the preſent Year, by any People, I am to have them in Poſſeſſion. To prevent the Deriabady Talookdars, Zemindars, Farmers, &c. from hiding any Molungees, I propoſe to have one Jemmadar and Ten Peons from this Committee (whoſe Allowance I will pay Monthly) that they may aſſiſt me in Order.

To fulfil the above Agreement, I further propoſe to borrow from Government, at 10 Rupees per Cent. Intereſt, for the Space of One Year, as follows: For the Supply of the Buſineſs of preſent Year, Sicca Rupees 150,000, and for the next Year, Sicca Rupees 200,000. Upon my Payment of the First Sum, with Intereſt, I am to have the Second-mentioned Sum advanced to me, which I will alſo pay according to the Conditions of the Bond.

If the Gentlemen approve theſe my Propoſals, I will give a reſponſible Security.

Fort William,
12th January 1780.

A true Copy,
(Signed) Wm Haverſham,
Secretary.

To David Anderſon, Eſquire, Preſident, and Members of the Calcutta Committee of Revenue.

Gentlemen,

Having ſeen your Advertiſement for letting the Salt Farms of the 24 Purgunnahs, and being deſirous of renting the ſame, I have made ſome Enquiry into the State of that Buſineſs, and find that there is now upwards of Forty Lacks of Maunds of Salt at the different Markets in Bengal, which there is little or no Demand for; and which of itſelf (excluſive of what is now making, and likely to be imported from the Coaſt and Maratta Diſtricts) is more than equal to the Conſumption of Bengal for Two Years, which will of courſe prevent the Price of that Article's riſing for ſome conſiderable Time. The Seaſon being now very far advanced, it will be impoſſible to make any conſiderable Quantity of Salt; and as the Molungees will not take leſs than the full Advances, without being able to make One-third of the Quantity of Salt they engage for, there will conſequently remain a Balance in their Hands, at the End of the Firſt Year, of Two-thirds the Amount of the Advances; and as the Molungees will not be able to clear off the Balance of the Firſt Year, or even reduce them any Thing conſiderable in the next, no Perſon can afford to pay to the Honourable Company, for this and the enſuing Year, a Sum nearly equal to what he would do was he to hold the Farm for a Term of Years, particularly as the Price of Salt is not likely to riſe ſoon: From which Circumſtances I flatter myſelf it will appear to you, Gentlemen, to be more advantageous to the Honourable Company to let the Farm for a Number of Years, as well as for the Molungees, whoſe Intereſt it cannot be to be ſo frequently changing Maſters.

Should you, after mature Conſideration, think proper to let the above Farm for Five Years, I will engage, in lieu of Callary Rent, Duties, &c. to pay, for the

 Preſent

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Present Year	—	— R^s	40,000
For the 2d Year	—	—	80,000
For the 3d Year	—	—	1,00,000
For the 4th Year	—	—	1,10,000
For the 5th Year	—	—	1,20,000
		Being Rupees	4,50,000 for Five Years.

Should you, however, not be inclined to let the Farm for a longer Period than that mentioned in the Advertisement, I will engage to pay

For the present Year	—	— R^s	25,000
For the ensuing Year	—	—	50,000
		Being Rupees	75,000 for Two Years.

The Sums to be paid agreeable to the late Kistbundy, and I to be put in Possession of the Farm by the 30th Instant; the Zemindar being strictly prohibited from interfering or throwing any Obstructions in the Way of the Business.

A true Copy.
(Signed) W^m Haversham, Sec^ry.

Durkaust of Oody Chund Doss.

1st. Let the Farm of the Salt Mahls of the 24 Pergunnahs, including the Dessy Barbhooney and Tuffaul Callaries for Five Years; and let 2,00,000 Rupees be lent to me by Government for Six Years, without Interest; and let a Deduction be granted to me on the Hassal and Manaaffa and Callary Rents of last Year.

2d. Government press the Zemindars of Kydgilee, Mysadul, and Tumlock, for their Revenues, and they are therefore obliged to sell their Salt at a low Rate, by which Means they hurt their Market. Let them be prevented from doing so. Let an Order be issued to me, to keep in Deposit as much of the Salt as the Price of this Place may be sufficient to answer the Revenue; let me also have the Salt made by the Zemindars on their own private Account, so that none of the Zemindars may be able to sell any Salt, and that the Sale of Salt may rest entirely with me. By keeping the Salt this Manner for One Year, the Price may be raised, and thereupon I may sell all the abovementioned Salt, and pay the Revenue of Government, and the Zemindars may also get their Money.

3d. The Hassal and Munaffa being included in the Jumma, it is ordered that Rowannahs shall be taken out from the Patchoutrah; there is no Reason for paying the Duties to the Patchoutrah. Let Orders be given that the Merchants shall receive their Rowannahs from me, so that no Salt may be smuggled.

4th. An Order has been issued, that Thirty per Cent. Duty shall be taken on Barbooney Currach and Cunkaky Salt. Let it be ordered, that I shall issue out the Rowannahs, collect the Duties, and pay the Amount to Government.

Let these Articles be considered, and an Order issued upon them, that I may give a satisfactory Security, or else be pleased to let me know your Orders, that I may give an Answer thereon.

A true Copy.
(Signed) W. Haversham,
Secretary.

Sahil Ram Rose, dated the 5th Maug, for Three Years.

		Salt Mnds.		Hassel per Ct.		Calary Rent.
1186	—	2,50,000	—	25 R^s	—	20
1187	—	4,00,000	—	30	—	25
1188	—	4,00,000	—	30	—	25

The Dadney to be advanced by Government, the Hassel or Duties to be paid on the Rowannahs I get. No Person to molest me in bringing the Molungees; if they do, I am to have a Perwannah. If the Talookdars of the Petitabad make Salt, I am to take Possession of it.

A true Copy.
(Signed) W. Haversham, Secretary.

Governor General.

The Governor General, in Consideration of the Circumstances represented by the Calcutta Committee, is of Opinion, that the most eligible Plan that can be adopted at this advanced Period of the Season, to raise as large a Revenue as the Salt Works will yield, to preserve the Land Revenue unimpaired,

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unimpaired, and to prevent the future Ruin of the Salt Works, from the Molungees turning to other Occupations, is to render the Mehal Khass, or in other Words, to carry on the Business of the Salt Farms immediately on account of Government. This seems almost the only Measure which, in the present embarrassing State of the Salt Business, can be taken for this Year. It should only however be considered as a temporary Expedient, and Government should be left at Liberty to pursue any other Plan which, under a Change of Circumstances, may be more eligible at the Expiration of the present Year. He submits the following Propositions to the Consideration of the Board:

1st. That an Agent be appointed, with a Salary on Behalf of Government, to make the necessary Advances to the Molungees, to superintend the Boiling, to collect the Salt, and deposit it in Golahs, and to retain the Charge of it until it shall be sold on account of Government.

2d. That the Calcutta Committee be directed to supply the Agent, on his Requisition, with such Sums as may be necessary for Advances to the Molungees, and for the Expences of conducting the Business.

3d. That as the Advantage to be derived to Government from this Plan will chiefly depend on the Quantity of Salt manufactured, and the Œconomy observed in the Management of the Business, it will be adviseable to afford the Agent some particular Inducement to give his utmost Attention to both these Objects: That for this Purpose a Commission of Ten per Cent. be allowed him, besides his Salary, on the Advantage arising from the Salt Works, calculated by deducting the whole Amount of the Expences of the Calary Rents, boiling, transporting, keeping, and weighing the Salt, from the Amount which the Quantity collected may be supposed to yield, on an Estimate Rate of 100 Rupees per 100 Maunds.

4th. That as it appears by the Letter from the Calcutta Committee, under Date 7th May 1779, that some Putteetabad Talookdars had, without Authority of Government, taken upon themselves to make Salt on their own Account; it will be necessary that the Agent, as well as the Committee, be particularly enjoined to prevent any Salt from being made in the 24 Pergunnahs this Season, by any Persons whatsoever, except on account of Government, and under the Direction of the Agent.

5th. That the Calcutta Committee be directed to issue Perwannahs to the Zemindars and Farmers of the 24 Pergunnahs, enjoining them to afford every necessary Assistance to the Agent, in engaging the Molungees to work, and in carrying on the Business in general.

6th. That the Agent, at the Time of his Appointment, shall take a solemn Oath, that he will render a true and faithful Account of the Expenditure of the Sums which shall be advanced to him for this Business, and of the Produce, whenever required of the Board; and that he will not, at any Time, either during his Agency or afterwards, have any Concern in the Salt, nor desire any Profit from his Agency besides his Commission, and the Salary which shall be allowed him by the Board.

OBSERVATIONS on the Plan proposed.

The Rate of 100 Rupees for 100 Maunds of Salt, is taken merely as a Standard for adjusting the Commission, with respect to which it is of no Consequence at what Rate this is fixed, if the same Proportion is preserved between them; it being precisely the same, whether the Commission be Ten per Cent. on 100 Maunds, rated at 50 Rupees; the Produce of both Commissions being 10 Rupees. At the same Time it must be observed, that in Point of Accuracy, the Rate above taken is such as may be reasonably expected from the Effects of the late Extension of the Duty on Foreign Salt, though considerably higher than the present Market Price.

The Principles on which this Plan is constructed, are defined in the introductory Clause of the Third Head; namely, that the Diligence of the Agent, and his Attention both to the Increase of the Manufacture and to Frugality in the Expence, may be ensured, by binding his Interest with both; and the Obligation proposed by the last Head, is the Pledge of his Fidelity. If the Ability of the Agent be answerable to the other Requisites, for which these Provisions are framed, the Board may expect to realize, at least as great a Quantity as could be manufactured in any other Mode, and more than would be probably brought to Account in any other, and to derive as large a Profit from it; since it is not likely that any Contractor would engage in so intricate and troublesome a Business, with a Prospect of a less Profit than that which is proposed for the Agents.

This Plan will afford the Board an intimate Knowledge of this Business in all its Detail, Relations, and Consequences, which could never be acquired by any other. Such a Knowledge, the Want of which has been sensibly felt on every Occasion which has required the Instructions of the Board upon it, will be of essential Use and great Ease to them hereafter.

The Quantity of Salt produced in the 24 Pergunnahs, has of late Years been, on an Average, upwards of 5,50,000 Maunds. But it is not to be expected that so much can be manufactured in the present Season, which is already so far elapsed. By an Estimate furnished by Mr. Anderson, and accompanying this, it appears that Maunds 3,09,550, including Ser, may still be manufactured; and that the Expences altogether, exclusive of the Agent's Allowances, may amount to Rupees 1,93,966. This Estimate is drawn out on the Informations of the Molunghees, and the most intelligent of the Officers employed under the Calcutta Committee: And though the actual Produce and Expences may hereafter differ from it, yet it may be admitted at present, as the best Grounds

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Grounds on which a Calculation may be formed. On the Data which it contains, the Profits of the Salt Works, ſuppoſing that the Price ſhall hereafter riſe to 100 Rupees, may be computed at Rupees 1,15,583, after paying the Calary Rents to the Land Farmers, which are included in the eſtimated Expences. Admitting, however, that this Calculation ſuppoſes any Circumſtance to turn out favourably; yet there ſeems, at all Events, Reaſon to expect as great a Profit by this Mode, as has been offered in any of the Propoſals which have been laid before the Board by the Calcutta Committee; and which, if accepted, would not only ſubject the Government to Riſk, by requiring an Advance of a Sum of Money, but would alſo entail a Diminution on the Revenue of the enſuing Year.

The ſame Calculation will alſo ſhew the probable Amount of the Agent's Commiſſion, which will yield 11,558 Rupees on a Profit of 1,15,583, as above ſtated, under every favourable Circumſtance attending the Courſe of his Buſineſs.

(Signed) W. Haſtings.

N° 1. EXPENCES of making Maunds 3,09,550 of Salt, which it is ſuppoſed may be produced in the 24 Pergunnahs for 1186.

Barbooney Advances to 800 Calaries, at 75 Rupees each (as per ſeparate Account) which, reckoning each Calary to produce 150 Maunds, will be 1,20,000 Mofuſſil Maunds, at 75 Rupees per Calary — — — — —	60,000 — —
Deſſy Advances for 11,700 Maunds, at 35 R^s per 100 Maunds —	40,950 — —
Tuffaul Advances for 50 Calaries, which will yield 20,000 Maunds of Salt, at 250 R^s per Calary — — — —	12,500 — —
Total Advances —	1,13,450 — —
Charges of Servants Gola-hire, Boat-hire, weighing, &c. and calculated at 15 R^s per 100 Maunds, excluſive of Agent's Salary — —	33,410 — —
	1,46,860 — —
Amount of Calary Rents included in the Land Farmers Revenue, which muſt be transferred to their Credit — — —	47,106 2 13
Total Expences R^s —	1,93,966 2 13
Amount Salt which it is ſuppoſed may be produced, Moffuſil Weight —	2,57,000 — —
Serf calculated on the above — — — —	52,550 — —
Maunds	3,09,550 — —

N° 2. Particulars of the Expence of working a Barboony Calary for the remaining Period of the preſent Seaſon.

6 Muzdoors, at 7 R^s each — — — —	42
1 Imany, or Perſon to feed the Fire — — —	9
1 Huldar, or Head Molungy — — — —	12
Boat-hire to carry the Molungies to the Boiling places and back — —	4
Pots — — — — — —	2
Poojah Charges — — — — —	2
Hoes, Baſkets, &c. — — — — —	4
Rupees	75

Remarks on the Eſtimate.

The Account N° 2. will ſhew the Particulars on which the Eſtimate of the Expence of working the Barboony Calaries for the Remainder of the Seaſon is formed; the Particulars were obtained from the Molungies, who are now in Calcutta petitioning for Advances. If the Amount therein mentioned, of 75 Rupees, is now advanced, the Molungies may immediately proceed to the Boiling-places in the Woods, and the Whole of the Salt which they may manufacture will belong to Government. It is ſuppoſed that each Calary, on an Average, will produce, during the Remainder of the Seaſon, 150 Maunds of Banga or Moffuſil Weight. The Quantity may exceed, or fall ſhort of the Eſtimate; but as the Whole will belong to Government, ſo on the other Hand there will be no outſtanding Balances, except what may be due from the Molungies who may deſert their Buſineſs.

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The Business of the Tuffacies being carried on upon the same Principles as the Barboony Calaries, the Estimate is formed on similar Grounds, except that 20 People are required to work at Tuffal, whereas only 8 are necessary for a Barboony Calary.

The Advances of the Dessey Calaries are generally at the Rate of 40 Rupees per 100 Maunds; but from this the Khazamaor, or Rents of the Calaries, are deducted, which are more or less in different Places, according to the Quantity which the Calaries are reckoned capable of producing. On an Average, after deducting the Rents, the Advances are computed to be 35 R.s per 100 Maunds. By this Mode of carrying on the Business, there may be outstanding Balances, but not to any considerable Amount, because the Advances are made from Time to Time as Occasion requires; and the Persons employed should be careful not to make Advances till they are satisfied that the Money is properly applied.

27th January 1780.

Mr. Wheler.—The principal Embarrassments which at present attend the Manufacture of Salt in Bengal, appear to me to proceed from the following Causes.

First, During the Monopoly of that Article by the Company, a much greater Quantity was manufactured than the natural Consumption of the Country required.

Secondly, The Price at which it was purchased by the Consumer, was so much advanced above its former Value, as not only to check the Consumption, but likewise to effect the Introduction of Foreign Salt into Bengal. And, lastly, because since the Delivery of the surplus Salt over to the Board of Trade, the Purchasers, instead of liquidating their Balances, have at one Period been indulged with the Liberty of depositing Bonds for the Sums respectively due from them to the Company, at so small an Interest as 1 per Cent.; at another, with the Renewal of those Bonds, at an Interest of 8 per Cent. In consequence of these Indulgences, the Purchasers of the Salt from the Board of Trade have, for some Years past, and even at this Time are enabled to retain almost the Whole of their Purchases, to the very great Discouragement of the Manufacturer of new Salt, whose future Produce is thereby subject to such Variations as a greater or less Quantity of the old Salt, thrown into the old Market, may occasion.

Taking these Circumstances into Consideration, I cannot agree to the Monopoly of Salt by the Company, or even to the proposed Experiment of it for One Year; but, on the other Hand, am of Opinion, that no Salt should be made during the present Season; by which Means, the greatest Part of what is now lying on the Hands of Individuals will be cleared off. Encouragement will be given to the Manufacturer, and the favourable Proposals which I think must necessarily be received from the Salt Merchants, in consequence, will amply compensate for a small and temporary Loss of Revenue.

Mr. Francis—I am of Opinion, that the Profit to be expected by Government, on the Governor General's Plan, is very uncertain, and likely at the utmost to be very inconsiderable; whatever it may be, the previous Expence, and the Risk of the Advances, ought to be estimated against it. The Difficulty of letting the Salt Mahls to Advantage, arises from the immoderate Quantity on Hand, which of course reduces the Price. This Difficulty is not likely to be removed by any Measure which tends to increase the Quantity; and if this be a Reason to Individuals for not engaging in the Business on any Terms, it is a much stronger one to Government, which never is or can be served with the same Œconomy and Attention with which private Persons conduct their own Affairs. For this, and many other Reasons, I think that Government should not engage in Concerns of this Nature; and that it will be most for our Advantage not to suffer any Salt to be made in the 24 Purgunnahs this Year.

Mr. Barwell—The Objections made to the Governor General's Proposal, are such as the general Regulations now in Force justify. The Trade in Salt is at present fixed on a Principle that will not admit the Application of the Relief suggested, because it is partial, and must operate against that Principle. In my Opinion, there is no Medium; Government should either resume to itself the exclusive Right to the whole Manufacture of Salt, or content itself with the Revenue, be it more or less, arising from the Customs. The Juffaul and Calary Rents, (which are Articles in the Jumma of the different Purgunnahs) if claimed and exacted by Government, must certainly distress the Zemindar; for if no Salt is made, no Rents can be collected from them; and yet it appears but just that the Zemindar should cheerfully submit to his particular Loss, when Government bears more than an equal Share, by a total Deprivation of its Customs, which fails by the Failure of the Manufacture.

The following further Minutes are now delivered on this Subject:

Governor General—I must beg Leave to add, as my Exculpation of any Consequences, which I deem infallible, from what I understand to be the Resolution of the Board, as collected from the preceding Minutes, to abandon entirely the most considerable and most profitable Branch of the Salt Revenue—That I do protest against it.

Resolved, That the Governor General's Plan, for carrying on the Business of the Salt Farms of the 24 Purgunnahs, for the present Year, on account of Government, be rejected.

Mr. Barwell—The Governor's Proposition being negatived, I do not see that the Board can do any thing further, than to recur to the Terms of the Settlement and the Conditions under which the Zemindars of the 24 Purgunnahs hold their Lands. For an immediate Relief to the Zemindars, I would propose, That an Advance of Tegavy should be made to them, limited to the present Year, and specified particularly to be given in consequence of the low Price of Salt, to enable them to

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to proceed with the Manufacture, and to answer the express Conditions under which they hold their Lands; which are, to pay a certain Revenue, free from all Deductions.

Mr. Wheler—I am not sufficiently apprised of all the Advantages that may be derived from Mr. Barwell's Proposal, to give a decided Opinion; but think it will be very properly referred to the Calcutta Committee to adopt it, if they think it beneficial to the public Service, or if not, to state their Reasons to the Board.

Mr. Francis—I am of Opinion, that this, or any other Expedient that tends to increase the present Quantity of Salt, will only serve to increase or continue our present Difficulty; and that by an Advance of Tegavys, we may hazard so much more of the public Property. If, nevertheless, the Zemindars will accept of it, and if the Committee will undertake, not only that the Tegavy shall be recovered, but that the Revenues shall be realized, with the Aid of this Advance, I shall acquiesce.

Governor General—The Provisoes in the last Opinion render it in effect a Negative to the Question; for either the Zemindars will not accept of the Tegavy with the Obligation annexed to it, or they will accept it as a present Relief, with a Predetermination not to repay it: And at all Events, I am clear that the Calcutta Committee will not undertake that the Tegavy shall be recovered, and that the Revenue shall be realized, with the Aid of this Advance. To the Reference made in both the preceding Minutes, I object; because it leaves the Matter in an unprofitable Suspence. The Season is already lost, and all that can be done by any possible Expedient, is only to render the inevitable Loss as light as possible. Respecting the Question itself, I shall decline offering any further Opinion than that which may be inferred from what I have already said. If it shall be determined to refer it to the Committee, I foresee their Answer; and in that View, I do again recommend to the Consideration of the Board on the Receipt of it, the Proposal which I have already, though unsuccessfully made, from a thorough Conviction that no other can prevent the total Loss, both immediate and future, of the public Revenue arising from the Salt Mahls of the 24 Pergunnahs, which it will be the Work of Years to recover if it is abandoned. Had the first Motion prevailed, I should have followed it with a Recommendation of the Person whom I should have judged the best qualified for executing it: I shall be now content to wave my Pretensions in such a Nomination, and leave it wholly to the other Members of the Board; a Concession which I make, both as the Effect and Proof of the strong Conviction with which I am impressed of the Necessity of this Expedient, and of the sole Motive and Inducement which I had in offering it.

Mr. Barwell—My only Inducement for making the Proposition I have done, was to render the inevitable Loss as light as possible to the Zemindar. I had premised, that the Tenor by which he held the Lands, obliged him to the Payment of a certain Rent, whether the Sources from which it was derived, were lost to him or not. One Part of the Committee's Pleas in favour of the Zemindars, says, that they are forced to take up Money to discharge their Rents, because they receive no Advances on account of the Salt Manufacture in their several Divisions; and that these Loans are rendered necessary, as they are forced to apply their Receipts from the Land Revenue to Advances from the Manufacture of the Salt: Hence it appears, that the Manufacture is absolutely carrying on, and that the Ruin of the Zemindars arises from the Money they take up to discharge the Kists of Government as they become due. I must believe that the Committee have fairly stated the Fact; and, as the sole Difficulty and Distress appear to arise from the Zemindars being forced to borrow Money on disadvantageous Terms, I simply suggested the Expedient of indulging them with Tegavy; not that I supposed it would entirely remove all their Distresses, but as an Expedient that must have diminished them in a great Degree; at any Rate, unless the Revenue the Zemindars engaged to pay shall be lowered, I do not see any effectual Relief that can be given to them.

Resolved agreeably to Mr. Barwell's Proposition, with the Qualification contained in Mr. Francis's Minute: And

Agreed, That the following Answer be accordingly written to the Provincial Council of Calcutta.

To Mr. David Anderson, Chief, &c. Provincial Council for the Division of Calcutta.

Gentlemen,

We have received your Letter of the 20th January, with the Salt Proposals enclosed.

We cannot consent to accept of any of the Proposals which have been delivered to you for the Salt Farms of the 24 Pergunnahs; but as a Relief to the Zemindars, we would recommend that an Advance of Tegavy be made to them, limited to the present Year, and specified particularly to be given in consequence of the low Price of Salt, to enable them to proceed with the Manufacture of that Article, and to answer the express Conditions under which they hold their Lands, which are, to pay a certain Revenue, free from all Deductions.

If this Expedient shall appear to you to be beneficial to the public Service, and the Zemindars will accept of the Tegavy, we authorize you to adopt it; observing, however, that we expect you will undertake, not only that the Tegavy shall be recovered, but that the Revenue shall be realized, with the Aid of this proposed Advance.

We are, &c.

Fort William,
1st February 1780.

EXTRACT

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

EXTRACT of the Proceedings of the Governor General and Council, in their Revenue Department, the 4th February 1780.

Read the following Letter from the Provincial Council of Calcutta.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Council of Revenue at Fort William.

Honourable Sir, and Sirs,

In Obedience to your Orders of Yesterday, we immediately assembled; and having called the Zemindars of the 24 Purgunnahs before us, we explained to them the Purport thereof; but they have unanimously declared themselves incapable of fulfilling the Expectations of Government, and have refused to accept of the Tuccavy offered them, assigning the following Reasons:

1st. The Price of Salt is at present so low, that it will not defray the Expences of manufacturing it, much less any Revenue to Government.

2d. The Season is so far elapsed, that a very small Proportion only of that Quantity of Salt for which they are bound in their Coboleats to pay Revenue, can now be manufactured.

We have the Pleasure to inform you, that the Price of Salt is now rising; a Circumstance which, though perhaps too late to be of much Advantage to the Salt Revenue of the 24 Pergunnahs of the present Year, yet it will, we hope, considerably tend to secure the Revenue of the rest of the Salt Districts of our Division.

We are, &c.

Fort William, the 2d February 1780. (Signed) D. Anderson, &c. Council.

Governor General—I have recommended the Re-consideration of this Question to the Board; and have given it as my confirmed Opinion, that the Salt Mehal of the 24 Pergunnahs, if abolished, or discontinued for a single Season, may never be again recovered. I beg Leave to add the following Paper, which has this Instant been presented to me, and which represents the Consequences of abandoning this Branch of the Revenue in such strong Terms, and so exactly consonant to my own Belief, that I adopt them as my own.

The Zemindars cannot now avail themselves of the Tekawee; an Indulgence that would have been greatly advantageous to them, if thought of at an earlier Period, when they had the whole Season before them.

Because Half the Season is elapsed, unavoidable Contentions for the Molungees, when the Advances are not wholly made by One Hand, will not be adjusted in a Month, if at all.

And though the Zemindars may be compelled to make Satisfaction for the Losses they occasion, yet none can be procured, perhaps, for the Salt Mahls usually farmed with the Coss Lands, now separated from them.

The Question will not be easily answered, Whether, if no Salt be made in Two Years, the increased Price at the End of this Term will be such as to afford you Advantages above the Amount of the Loss of Callary Rents, and Duties.

The keeping unworked the Callaries of the 24 Pergunnahs alone, is not very likely to produce considerable Effect, when perhaps all the others may be worked, in every District in Bengal, as heretofore.

The Condition of the Molungees should be considered; when pressed for the Revenue due from them for their Lands (which includes the major Part of their Number) some scarcely renting more than suffices for the actual Consumption of their Families, who also require Money for the Expences observed at their Marriages, Burials, Serrads, &c. Customs they starve rather than omit, will, after converting their own Ornaments, those of their Wives and Children, into Specie, run to other Districts, where they will not be pressed Molungees; and by becoming Ryots, settle themselves in a Life of comparative Ease, from which they will not be readily retrieved.

Those not holding Lands, finding the Channel obstructed through which they obtained sufficient for those Purposes and their Subsistence, unprepared for such a Failure, always accustomed to general Distribution of it in advance for Salt, an Article so highly profitable to the Manufacturer, will feel irreparable Distress and Misery; and being without Instruments of Agriculture, incapable of cultivating Land, must fly to other Countries to avoid their Creditors, and seek Employment, where many may perish before they can get any.

The Ruin of the various Dependents on this Branch of Revenue, will merit your Foresight and Attention, including the Potmakers, Boat Men, Bullock Men, &c.

The Scarcity of Specie among all of the lower Order in Hattiagur, and other Pergunnahs adjoining, is already felt; these are, at this present Time, bartering their Ornaments and domestic Utensils for Provision and Cloaths, &c.

Rice is accordingly risen to Thirty Seer above the Price common at this Season last Year; and indeed every Thing else in Proportion.

Mr. Francis—I see no Reason to alter the Opinion expressed in my former Minute; viz. That no Profit is to be expected by working the Salt of these Pergunnahs this Year. But the other Ar-

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

gument insisted on by the Governor General, that if the Manufacture is omitted for One Year, the Works will be lost, and the Manufactures dispersed, seems to have some Weight; and if it has, the Salt Revenue of subsequent Years may undoubtedly be hazarded. On this Principle, and not possessing any certain Knowledge of my own to oppose to the Governor General's Conviction, I shall acquiesce in the Motion.

Mr. Barwell—The Question being already determined, renders it unnecessaay for me to continue the Subject. My Objections are already stated, and my Sentiments remain unaltered. The Difficulties and Distresses which are represented in the Paper now introduced, I do not apprehend would arise, either to the Government or the Ryot.

Resolved, That the Plan recommended by the Governor General, in his Minute, recorded in Consultation the 1st Instant, for carrying on the Business of the Salt Farms of the 24 Pergunnahs for the present Year, on account of Government, be adopted.

Mr. Barwell—The Governor General's Declaration, recorded on the last Council Day, in the present State of the Question ought not to stand, a Deference to his Opinion alone having influenced an Acquiescence to it: No other Member is so particularly interested in the Success of the Measure: And as I would not myself have the Failure of it, if it should fail, be liable to the Construction of an Indifference on my Part, or the Part of the Agent I might name, and as the same Reasons must clearly influence the other Members to decline the Nomination, I move, That the Governor General's Declarations be over-ruled, by a Request to him to nominate any Person he pleases.

Agreed, That the Governor General's Declaration be over-ruled, and that he be requested to nominate a Person to the special Charge of this Business.

EXTRACT of the Proceedings of the Governor General and Council, in their Revenue Department, the 8th February 1780.

Governor General—I deem it incumbent on me to express my Acknowledgments to the Board for their Acquiescence; and more especially for the Manner of it, in my Proposal for keeping up the Manufacture of Salt in the 24 Pergunnahs, by a special Agency.

As they have been pleased to leave the Nomination of the Person to be charged with this Trust to me, I beg Leave to recommend Mr. Henry Griffith, whom I believe to be amply qualified for it, by a local and practical Knowledge of the Business in all its Detail; and I myself place the most confident Reliance on his Integrity. If the Board will be pleased to allow such a Deviation from the Plan which I have before recommended for this Commission, I would request that he may be entrusted with the Expenditure of such Sums as he may occasionally require, both for his official and personal Expences, under an Injunction of the strictest Frugality: That he be required to deliver in his Accounts upon Oath; and that in lieu of a current Salary or Commission, the Board will be pleased to reserve the Recompence of his Services to be determined on the Close of his Accounts; at which Period they will be better able to proportion them to his Deserts; by which Criterion alone I wish him to be rewarded: That he may immediately be put in Possession of his Office; and that the Provincial Council for the Division of Calcutta be advised thereof, and directed to issue the proper Orders to that Effect, and to make him such Advances from their Treasury, as he shall from Time to Time require.

Resolved. 1st. That an Agent be appointed, on Behalf of Government, to make the necessary Advances to the Molungees, to superintend the boiling, to collect the Salt, and deposit it in the Golahs, and to retain the Charge of it until it shall be weighed off to the Persons to whom it shall be sold, on account of Government.

2d. That the Calcutta Committee be directed to supply the Agent, on his Requisition, with such Sums as he may occasionally require, both for his official and personal Expences, under an Injunction of the strictest Frugality.

3d. That as it appears by the Letter from the Calcutta Committee, under Date 7th May 1779, that some Putteetabad Talookdars had, without Authority of Government, taken upon themselves to make Salt on their own Account, it will be necessary that the Agent, as well as the Committee, be particularly enjoined to prevent any Salt from being made in the 24 Pergunnahs this Season, by any Persons whatsoever, except on the Account of Government, and under the Directions of the Agent.

4th. That the Calcutta Committee be directed to issue Perwannahs to the Zemindars and Farmers of the 24 Pergunnahs, enjoining them to afford every necessary Assistance to the Agent in engaging the Molungees to work, and in carrying on the Business in general.

5th. That the Agent be required to deliver his Accounts upon Oath; and that in lieu of a current Salary or Commission, the Recompence of his Services be determined by the Board on the Close of his Accounts, at which Period they will be better able to proportion it to his Deserts.

6th. That Mr. Henry Griffith be appointed Agent for the Management of this Business.

Agreed that the following Letter be written to the Provincial Council of Calcutta.

To Mr. David Anderson, Chief, &c. Provincial Council for the Division of Calcutta.

Gentlemen,

We have received your Letter of the 2d Instant.

In consequence of the Refusal of the Zemindars of the 24 Pergunnahs, to accept of the Tegavy offered them in our Letter of the 1st February, we have thought it adviseable, as the most eligible Plan that can be adopted at this advanced Period of the Season, to render the Salt Mahal Khas; in order to secure as large a Revenue as the Salt Works will yield, to preserve the Land Revenue unimpaired, and to prevent the future Ruin of the Works, from the Molungees turning to other Occupations.

For this Purpose we have appointed Mr. Henry Griffiths to the special Charge of carrying on the Business of the Salt Farms of the 24 Pergunnahs for the present Year, on account of Government, and have accordingly furnished him with the necessary Instructions for the Execution of the Trust committed to him; Copy of which we now enclose; and direct that you issue the proper Orders for putting Mr. Griffiths in immediate Possession of his Office, causing such Advances to be made to him from your Treasury, as he may from Time to Time require.

Fort William, We are, &c.
the 8th February 1780.

Ordered that Mr. Griffith be informed of his Appointment, and that he be furnished with Instructions conformable to the foregoing Resolutions and Orders.

EXTRACT of Letter from the Governor General and Council in their Revenue Department; dated the 29th February 1780.

Par. 2. We have already, in our last Letter per Ganges, mentioned to you the unfavourable State of Salt Trade, the Difficulties under which the Zemindars of the 24 Pergunnahs in particular laboured, and the Decay likely to be apprehended in that Branch of your Revenues.

3. As a Relief to the Zemindars of the abovementioned Purgunnahs, we were induced to make them an Offer of Tegavy (Loan) to enable them to proceed with the Manufacture of Salt, and to fulfil the express Conditions under which they hold their Lands, which are, to pay a fixed Revenue, free of all Deductions. The Zemindars having, however, refused to accept of this Assistance, declaring themselves incapable of fulfilling the Expectations of Government, we judged it necessary, as the most eligible Plan that could be adopted at the then advanced Period of the Season, to render the Salt Mhal Khas, or in other Words to carry on the Business of the Salt Farms immediately on account of Government, in order to secure as large a Revenue as the Salt Works will yield, to preserve the Land Revenue unimpaired, and to prevent the future Ruin of the Works, from the Molungees turning to other Occupations.

4. For this Purpose we have appointed an Agent to the special Charge of carrying on the Business of the Salt Farms of the 24 Pergunnahs for the present Year, on account of Government; and have accordingly furnished him with the necessary Instructions for the Execution of the Trust committed to him.

EXTRACT of the Proceedings of the Governor General and Council, in their Revenue Department, the 19th September 1780.

The Governor General lays before the Board the following Minute and Plan for the Provision of Salt by Agency.

The considerable Profits which had been derived from the Manufacture of Salt, attracted the Attention of the former President and Council, who formed a Plan for securing this valuable Article for the Benefit of the Honourable Company. This Measure was justified by the Example of other Countries, and particularly France, were Salt composes one of the principal Branches of Revenue. But the Business was at the same Time conducted with Ease to the Inhabitants, as the Monopoly of the Salt was limited to the Manufacture, and it was immediately after exposed to public Sale, and circulated throughout the Provinces.

The Plan was attended with great Success during the Two First Years; the Profit in the First amounting to and in the Second to

But the great Changes which were introduced about that Time into all the Departments of this Government, entirely discomposed the System which had been before so beneficial to it. The successive Transfers of the Salt from the Collectors to the President and Council, from them to the Governor General and Council, and from them to the Commercial Board, involved the Accounts in such Intricacies which were increased by the Artifices of Individuals, who availed themselves of the Confusion, that they have not to this Day been settled. There was also a Defect in the Mode of Sale, notwithstanding the Precaution taken to ensure the full Payment, by the Advance of a Fourth

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Fourth Part in Pledge for the Remainder, as the Purchasers were frequently unable to pay for the Whole; and by leaving it uncleared, increased the Perplexity.

As the Accounts were so complicated, and the Price of Salt, by the crowded Importation of this Article from the Coast, and by the Sale of Three Years Produce, which was made at one Time by the Commercial Board, was considerably reduced, it was thought expedient to farm the Salt to the Zemindars: But their Poverty compelled them to hasten their Sales, or enter into disadvantageous Contracts, in order to raise ready Money for the Discharge of their Revenue; and being thus rendered totally unfit to adopt the Means of augmenting the Price, they even vied with each other to lower it, and ruin this Branch of Revenue both for Government and themselves. Indeed, the Variety of Competitors defeated every Purpose of Consistency and Prudence; and when the Period of letting the Farms occurred last Year, it was found that the Value of this Article had decreased so considerably, that the Offers which were made did not afford the least Advantage to Government; and some even required an Advance of Cash from the Treasury, as a Condition for executing the Terms of their Proposals, low and unprofitable as they were. The Board judged that the Importation of Foreign Salt, which exceeded 12 Lack a Year, was in some Degree the Occasion of the low Price of it, by making the Amount in Bengal exceed the natural Consumption; and fixed so high a Duty on it as might check the Importation.

This Regulation was however in a great Measure defeated by the Purchase of Rowannahs from the Zemindars, and other collusive Practices; and to so low an Ebb was this Manufacture reduced, that in the Month of January last, the Calcutta Committee, after many ineffectual Trials, and various Orders from the Board, declared, that they would not let the Salt Mahals at any Rate; so that there was the greatest Danger that the Manufacture would be entirely discontinued, in a District most under the Eye of Government, and consequently most easily managed; that the Revenue would be sunk, the Molungees turn to other Occupations, and the Salt Grounds be entirely overgrown with Woods, and irrecoverably lost.

At this Period I proposed a Plan for resuming the Salt of this District into the Management of Government, and Mr. Griffiths was appointed to superintend it. The Season for making the Advances is the Month of September. The Month of February was almost past before this Charge was assigned to him; yet the Success which has attended his Exertions, in the Quantity and Cheapness of the Manufacture, a Success which I own exceeded my Expectations, evidently demonstrates the Utility of this Measure, and the Expediency of rendering it universal.

I therefore beg Leave to lay before the Board the following Plan; in which the Mode of the Five Years Lease is combined with that which I proposed for the 24 Pergunnahs in the Month of January. I prefer the present Plan to that which was adopted by the former President and Council, because it excels it in Simplicity and in the Nature of the Sales; which, although they do not hold out to Government so considerable Profit as the former, yet Promises one which is more certain.

For this Improvement of the Plan, I am indebted to the Suggestion of a Member of the Board.

PLAN for the Provision of Salt by Agency.

1st. That all the Salt of the Provinces be manufactured for the immediate Account of the Honourable Company, and sold, for ready Money, at moderate fixt Rates, to be ascertained and published at the Beginning of every Season, by the Governor General and Council.

2d. That a Comptroller be appointed with the following Establishment (Nº 1.) to collect the Accounts from the Agents, and prepare general Accounts for the Information of the Board, and exercise an official Authority over the Agents in all Points of their Duty.

3d. That an Agent be appointed to each of the undermentioned Divisions, with a Salary and Allowance, as per Establishment (Nº 2.) to receive and make the Advances, to superintend the Manufacture, to receive the Salt from the Molungees, to sell it agreeably to the Rates annually established by the Governor General and Council, to collect the Duties in Addition to the Price, to seize and confiscate all contraband Salt, and to have the general Charge and Management of the Provision and Sale of the Salt, each in his respective Division, under the Controul above specified.

1st Division Hedjelee, including — —	Jelamoota, Daroodumna, Soojamoota, Beercool, Sabung, Mohaur, Cauchreachour, Lamfray, Balsay, Meergodah, Mornachoura.
2d Dº Tumlook, including — — —	Mysadel, Mundulgaut

3d

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3d. D° 24 Pergunnahs, including	— —	24 Pergunnahs, Bygotty, Myhatty, Ballia, Babindah, Taulah, Bhulkah, Pardooleapoor.
4th. D° Roymungul, including	— — —	Raymungul, Sheebpoor, Selimabad, Gornore.
5th. D° Bulwa, including	— — —	Bulwa, Duckensavagepore, Sundeep, Hatcah, Borning.
6th. D° Chittagong, including	— — —	All the Salt Mahals within that Collectorship.

4th. That Rawannahs be granted by the Comptroller, who will furnish them to the Agents under his Signature and official Seal, to be countersigned by them, and noted by each Agent through whose Division they may pass, to prevent them from being used again. A Register and an Account of the Collections of Duties will be kept for the Collector of Government Customs.

5th. That as the Advantage to be derived to the Company from this Plan will chiefly depend on the Quantity of Salt manufactured, and the Œconomy observed in the Management of the Business, it will be adviseable to afford the Comptroller and Agents some particular Inducement to give their utmost Attention to both these Objects; that for this Purpose they be allowed to draw, besides their fixed Salaries, a Commission of Ten per Cent. on the Difference between the Sum of all the antecedent Expences, of whatever Kind, and the Produce of the Sales, the Duty included, of all the Salt brought to the Account of the Company in each Division, whether by Manufacture or Confiscation; to be distributed in the Proportions of One-fourth to the Comptroller, and Three-fourths to the Agent of each Division respectively.

6th. That the Agents at the Time of their Appointment shall take a solemn Oath, that they will render true and faithful Accounts of the Expenditure of the Sums which shall be advanced to them for their Business, and of the Produce, whenever required by the Board; and that they will not, at any Time, either during their Agencies or afterwards, have any Concern in the Salt, nor derive any Profit from their Agencies, besides their Commissions and the Salaries which shall be allowed them by the Board, nor knowingly suffer any of their Dependants to derive any Profits but such as are allowed; and that a similar Oath be administered to the Comptroller.

(N° 1.)

ESTABLISHMENT of the Comptroller's Office.

Salary to the Comptroller — — —		
D° to the Deputy — — — — —	1,500	
D° to the Assistant — — — — —	450	
	300	
Salaries to Writers for English Accounts — — —		2,250
D° to a Karkoon, for the Charge and Adjustment of the Bengal Papers and	300	
Accounts sent by the Agents — — — —		
D° to 6 Mohrirs under him, each 10 — — —	20	
D° to a Jemmadar — — — — —	60	
D° to 6 Hircarrahs for the Business of the Office, and carrying Letters to	10	
Agents — — — — —		
Salary to a Duftory — — — — —	36	
Bengal Stationary and Books — — — —	7	
	25	458
For Rowannahs.		
Salary to a Moonshee — — — —		
D° to a Naib — — — — —	30	
D° to a Mohrur, to write Bengal — — — —	20	
D° to D°, to copy — — — — —	15	
	10	75

 For

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For the Treasury.

Salary to a Cash-keeper	20	
Dº to a Sircar	10	
Dº to a Podar	15	
		45
Total Sicca Rs		2,828

Memm. It will be necessary to station Chokeys; the Number and Expence cannot now be ascertained.

(Nº 2.)

ESTABLISHMENT of the Salary and personal Expences of the Agents.

Hidgelee.		
Allowance for Salary, inferior Assistants, Writers, Sircars, Moonshy, Mohurrers, Peons, Budgerows, Boats, and all other personal Charges, per Month	1,000	
A Deputy	300	
		1,300
Tumlook.		
Allowance for Salary, inferior Assistants, Writers, Sircars, Moonshy, Mohurrers, Peons, Budgerows, Boats, and all other personal Charges, per Month	1,000	
A Deputy	300	
		1,300
24 Pergunnahs.		
Allowance for Salary, inferior Assistants, Writers, Sircars, Moonshy, Mohurrers, Peons, Budgerows, Boats, and all other personal Charges, per Month	1,300	
A Deputy	300	
		1,600
N. B. The Addition here is allowed for Assistants, as the Advances are made individually to all the Molungees.		
Roymungul.		
Allowance for Salary, inferior Assistants, Writers, Sircars, Moonshy, Mohurrers, Peons, Budgerows, Boats, and all other personal Charges, per Month	1,000	
A Deputy	300	
		1,300
Bulwah.		
Allowance for Salary, inferior Assistants, Writers, Sircars, Moonshy, Mohurrers, Peons, Budgerow, Boats, and all present Charges, per Month	1,000	
A Deputy	300	
		1,300
Chittagong.		
Allowance for Salary, Writers, Sircars, Moonshy, Mohurrers, Peons, and all other personal Charges, per Month		500
Total Sicca Rupees		7,300

The Board unanimously approving of the above Plan;
Agreed, That it be adopted.

EXTRACT of the Proceedings of the Governor General and Council, in their Revenue Department, the 29th September 1780.

Read again the Governor General's Minute and Plan for the Provision of Salt by Agency, entered in Consultation the 19th Instant.

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

The Governor General recommends, that Mr. Henry Vanſittart be appointed to the Office of Comptroller; and the following Gentlemen to the undermentioned Agencies.

Mr. Thomas Calvert,	— —	Hidgelee.
Mr. James Archdeken,	— —	Tumlook.
Mr. Henry Griffiths,	— —	24 Pergunnahs.
Mr. R. W. Wood,	— —	Roymungul.
Mr. Charles Sealy,	— —	Bulwah.
Mr. Robert Wortledge,	— —	Chittagong.

The Board agreeing to the Governor General's Recommendation,

Agreed, That the above Gentlemen be appointed accordingly.

Ordered, That the Secretary do adviſe the Comptroller and Agents of their Appointments, and furniſh them with the neceſſary Inſtructions for their Guidance.

Agreed alſo, That a Copy of the Plan be tranſmitted to the ſeveral Diviſions, with the following Letter.

To Mr. David Anderſon, Chief, &c. Provincial Council for the Diviſion of Calcutta, at Houghly.

Gentlemen,

Having reſolved, that all the Salt of the Provinces ſhall be manufactured and diſpoſed of for the immediate Account of the Company, under the Superintendance of a Comptroller and Management of Provincial Agents, we herewith tranſmit, for your Information and Guidance, a Copy of the Plan adopted for theſe Purpoſes.

The Gentleman whom we have appointed to the Office of Comptroller, is Mr. Henry Vanſittart; and the Agents ſtationed under him, for the ſeveral Salt Diſtricts ſpecified in the incloſed Plan, &c. lying within our Diviſion, are, for that of Hidgelee, Mr. Thomas Calvert; for the 24 Pergunnahs, Mr. Henry Griffiths; and for Ramungul, Mr. R. W. Wood: To whom we require you to afford every neceſſary Aſſiſtance for the due Execution of the Truſt reſpectively repoſed in them.

Fort William, the 29th September 1780.

We are, &c.

The ſame to Dacca, drawn to "for that;" after which ſubſtitute the following Words: "of Bulwa, Mr. Charles Sealy, and Mr. R. W. Wood, for Part of the Roymungul Department:" To whom, &c.

The ſame to Burdwan, with this Subſtitution after the Word "Diviſion," is, Mr. James Archdeken for Part of the Tumlook Department.

The ſame to Midnapore, ſubſtituting "Collectorſhip" inſtead of "Diviſion;" and afterwards, "is Mr. Thomas Calvert for Part of the Hidgelee Department."

The ſame to Chittagong, ſubſtituting "Collectorſhip" inſtead of "Diviſion;" and Mr. Robert Wortledge as the Agent.

EXTRACT of Letter from the Governor General and Council, in their Revenue Department; dated 25th November 1780.

SALT.

Par. 21. For the Reaſons aſſigned in a Minute laid before us by the Governor General, we have thought it expedient to adopt a Plan, propoſed by him, for reſuming the Salt of the Provinces into the Hands of Government, and of manufacturing it for their immediate Account. In this Plan, the Mode of the late Five Years Leaſe, formed by the Committee of Circuit, is combined with the one laid down laſt Year for the 24 Pergunnahs; of which you were adviſed in our Letter of the 29th of February.

22. Agreeably thereto, all the Salt which ſhall be manufactured, is to be ſold for ready Money, at moderate fixed Rates, to be aſcertained and publiſhed at the Beginning of every Seaſon by the Governor General and Council. A Comptroller is appointed for the general Superintendance of this Department; under whom is ſtationed an Agent of each of the Six principal Diviſions where the Salt is manufactured, who is to have the Charge and Management of the Proviſion and Sale of it, each in his reſpective Diviſion. The Duties are to be collected in addition to the Price. All contraband Salt is to be ſeized and confiſcated; and all future Rowannahs and Duſtucks for Salt are to be iſſued and exchanged by the Comptroller, inſtead of the Collector of Government's Cuſtom.

23. As the Advantage to be derived to the Company from this Plan, will depend chiefly on the Quantity of Salt manufactured, and the Œconomy obſerved in the Management of the Buſineſs, it was deemed adviſeable to afford the Comptroller and Agents ſome particular Inducement to give their utmoſt Attention to both theſe Objects, by allowing them, beſides their fixed Salaries (amounting, with their Eſtabliſhment, from 500 to 1,300 Rupees each per Month) a Commiſſion of Ten per Cent. on the Difference between the Amount of all the antecedent Expences, of whatever Kind, and

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and the Produce of the Sales, including the Duty of all the Salt brought to the Account of the Company in each Division, whether by Manufacture or Confiscation; to be distributed in the Proportion of One Fourth to the Comptroller, and Three Fourths to the Agent of each Division respectively.

24. In Conformity to the Regulation prescribed in the last Article of the Plan, the Agents, at the Time of their Appointment, took a solemn Oath to render true and faithful Accounts of the Expenditure of the Sums which should be advanced to them for their Business, and of the Produce, whenever required by us; and at no Time, either during their Agencies, or afterwards, to have any Concern in the Salt, or derive any Profit from their Agencies, besides their Commission, and the Salaries allowed them, or knowingly suffer any of their Dependants to derive any Profits but such as are allowed; and a similar Oath was administered to the Comptroller.

25. We appointed Mr. Henry Vansittart to the latter Office.

APPENDIX, N° 92.

EXTRACT of Bengal Revenue Consultations, the 31st March 1775.

COJA KAWORKE's Petition and Enclosures having been circulated on the 23d Instant, and forwarded Numbers in the Packet per Ship Anson, they are now recorded, together with the Letter from Mr. Barwell to the Secretary, and the Letter from General Clavering, Colonel Monson, and Mr. Francis, to the Governor General.

To the Honourable Warren Hastings, Esquire, Governor General, and the Supreme Council at Fort William.

The humble Petition of Kawork, Son of Simon, the unhappy Merchant, and one of the Honourable Company's Contractors,

Sheweth,

That in or about the Month of November 1772, when the Salt Pergunnahs or Lands in the Province of Dacca were let out by Messrs. Dacres, Lawrell, and Graham, by Order of the Honourable Committee of Revenue, for the Term of Five Years, in consequence of the then new Regulations, by proper Sunnuds or Patents under the Seal of the Honourable Company, your Petitioner did farm Savashpore Mahall, a Place also in the Districts of Dacca, of those Gentlemen; and entered into a Contract with the said Honourable Committee, annually to provide a large Quantity of Salt in that Place, and deliver the same to the said Committee on account of the Honourable Company; and in case of any Deficiency on the Part of your Petitioner, in the Delivery of the full Quantity of Salt so contracted for, to pay 50 Rupees for every hundred Maunds of Salt, for such short Delivery, but if exceeding the Quantity, for to get or be allowed 25 Rupees Profit on every hundred Maunds of the Salt that should be delivered by your Petitioner, over and above the Quantity so contracted for.

In consequence of the abovementioned Conditions, the said Gentlemen did grant unto your Petitioner a Pottah or Patent under the Honourable Company's Seal, for the Term of Five Years, and which Pottah does contain the Particulars of such Conditions and Covenants.

Your Petitioner did receive Advances in Cash from the Honourable Company, and boil or provide Salt in the said Place, and deliver it to the Honourable Company, agreeable to his Contract.

Besides the above Pergunnah or Lands, your Petitioner did, in the Year 1773, and Month of December, and in the Name of his Gomastah, Sonaram Paul, also farm a Place called Selimabad, also in the Province of Dacca, from Joynarain Gossaul, the original Farmer of the said Place, for the Term of Four Years; and your Petitioner became Security for his said Gomastah, on Condition, that if the said Joynarain Gossaul would insist to take the said Place back from your Petitioner, or his said Gomastah, before the Term of Four Years are elapsed, he the said Gossaul should in such Case take upon himself all such outstanding Debts or Balances as may remain due unto your Petitioner or his said Gomastah, from the said Place, as it is fully specified in the Contract signed by the said Joynarain Gossaul for that Purpose.

That on the last Arrival of Richard Barwell, Esquire, at Dacca, in the Month of February 1774, he did charge your Petitioner with a Profit of One hundred and Twenty-five thousand Five hundred Rupees on the aforesaid Two Salt Pergunnahs, so farmed by your Petitioner, as a Contribution, contrary to the Honourable Committee's Pottahs, and the true Intent and Meaning of the Contract executed by your Petitioner; and in order to levy the same, he did, the same Year, deduct 10,000 Rupees from the Amount of the Advance Money which was ordered to be paid unto your Petitioner,

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tioner, on account of the Honourable Company, for the Provision of Salt, in the Savashpoor Pergunnah, and 10,799 Rupees from the Amount of the Advance Money which was to be also paid unto your Petitioner on account of the Salt Provision in the Selimabad Pergunnah; and after so doing, he compelled your Petitioner to execute and give him Four different Bonds, for the Sum of 77,627 Rupees, in the Name of one Porran Paul, for the Remainder of such Contribution, or unjust Profit; as will appear by the Account, N° 1.

That some Time after such Bonds were extorted of him, a Jamadar with Four Peons were placed to guard his Person, and to recover the Amount of the said Bonds; in consequence thereof the said Peons did, by ill Usage and Oppressions, recover from your Petitioner, at different Times, altogether 48,656 Arcot Rupees, besides the Sum of 283 Rupees which was extorted from him by his Jamadar and the said Peons, as per the said Account, N° 1. After such Payment being made, Two of the aforesaid Four Bonds, containing 36,313 Rupees, were restored unto your Petitioner, and he was again committed to the Charge of Four Peons, to pay the Amount of the remaining Two Bonds. That besides the abovementioned unjustifiable Profits, he the said Gentleman and his People has extorted from your Petitioner several other unjust Sums on the Salt Mahls farmed by your Petitioner, altogether amounting to 25,000 Rupees, as per Account, N° 2.

And what more affected your Petitioner, and threatened him an utter Ruin, is, that after all such Oppressions, Injuries, and Injustice committed on him, he the said Richard Barwell, Esquire, did, about his Departure from Dacca, in the Month of October last, for Self-Interest, and without the least Knowledge of your Petitioner, wrest from him the aforesaid Two Mhals, and farm them to another Person, notwithstanding he extorted from your Petitioner a considerable Sum of Money, as above related, on account of the said Pergunnahs; this last Act of Excess surpassing those he had till then committed on your Petitioner, as it has been a tremendous Shock to his Fortune; for that a Quantity of more or less 100,000 Maunds of Salt is now remaining due unto your Petitioner from the Molungees, &c. of the said Pergunnah, which he could recover, had he continued in his Farm till the Term specified in his Contract was elapsed.

Your Petitioner further humbly begs Leave to lay before this Honourable Board, Four Accounts Current between the Honourable Company and him, relative to his Salt Contracts, for Two Years, marked N° 3. 4. 5. and 6. by which it will plainly appear how faithfully your Petitioner has performed such his Contracts with the Honourable Company, and what Loss he has sustained by the Measures or Means above related.

Under these, and many other excessive and extraordinary Oppressions, your Petitioner has been entirely ruined, and must inevitably be annihilated, with his Family and Children, unless this Honourable Board will be pleased to stretch out its Hand of Relief, and interpose on his Behalf; at the same Time humbly hopes this Honourable Board will pardon him for the Freedom he took in giving this succinct Account of the grieving Hardships he met with, and is now labouring under, and humbly hopes to be relieved.

And your Petitioner, &c.

(N° 1.)

The underwritten is an Account of the extraordinary and unwarrantable Profits taken or received from me by Richard Barwell, Esquire, late Chief of Dacca, on the Two Salt Districts farmed by me from the Honourable Company, the one called Daccan Savagepore, and the other Selimabad, contrary to the true Intent and Meaning of the Pottahs granted to me by the Honourable Company, and the Contracts executed by me to the said Honourable Company,—That is to say, 65,000 Rupees was taken on Daccan Savagepore, and 60,500 Rupees on Selimabad; both Sums amounting to 1,25,500 Rupees; which was paid in the following Manner; viz.

1774				
March 29th.	To Cash paid Mr. Hollond by Guddadar, Shroff or Banker, A^t R^s	6,538	8	—
April 12th.	To Cash deducted by Order of Richard Barwell, Esquire, by Mr. Hollond, from the Amount of the Advance Money paid to me on account of the Honourable Company, for the Salt Provision in the Mahall or District Selimabad — —	11,258	8	—
	To Cash, a like Deduction was made in the Payment of Cash for the Provision of Salt in the District Savagepore — —	1,668	12	—
	To Cash paid, that for the Remainder of the above-mentioned unjust Profits, Four different Interest Bonds were wrested from me, in the Name of one Porawn Paul, Banker, for the Sum of 77,627 Rupees, as abovementioned: In part of which Bonds the following Sums were paid to Mr. Hollond, in the following Periods, by Force and Compulsion, through the Hands of Guddadar, Banker, viz.			
	August the 26th — — — A^t R^s 16,000 — —			
	Ditto 29th — — — — 5,658 12 —			

3

September

1774. April 12th.	September 8th — — —	15,000 — —	
	Ditto 20th — — —	7,000 — —	
	Ditto 29th — — —	5,000 — —	
			48,656 12 —
	To Jamadars and Peons of Richard Barwell, Esquire, to whose Charge I was delivered to pay such unjust Sums — —		283 — —
	A^t R^s		69,739 — —
	To Diet, &c. paid from the 2d to the 18th December last, to Mr. Purling's Peons, who were likewise placed over me to recover the Remainder of the above unjust Bonds — — —		92 8 —
	Arcot Rupees		69,831 8 —

(N° 2.)

The underwritten is an Account of sundry unjustifiable Sums taken from me by Richard Barwell, Esquire, for and on account of his Farms, or on the Revenue Account of the Salt Mahals, or Districts, &c. from the Time of his last Arrival at Dacca to the Time he returned back to Calcutta; and also the Sums extorted by his People; viz^t.

1774. December 29th.	To Cash paid on account of the Revenue for the $\frac{7}{16}$ Share of the Savaspore Pergunnah, which was separated by him from the Whole that was farmed by Nitty Cazanche, and farmed to me for the Term of Five Years, by a Pottah granted to me by the Honourable Company; but Four Months after, he wrested the said Pergunnah from me, and gave it again to the said Nitty, after having received the following Sums from me on that Account.		
	Paid to Mr. Barwell — —	5,000 — —	
	Paid to Ramrutton, his Dewan or Banian	3,500 — —	
			8,500 — —
31st.	To Cash paid to Joinarain, Dewan or Banian to Mr. Shakespear, on the above Account — —		2,000 — —
March 31.	To the Profit he took from me on 10,000 Maunds of Salt boiled in the said Place, which I delivered to him on account of the Honourable Company, over and above the Quantity contracted for agreeable to my Contract; but he did not deliver the said Quantity of Salt to the Company, he detained or took it for himself, and charged me with a Profit at 90 per Cent. on the said 10,000 Maunds of Salt, under Pretence of Failure; which Profit was paid him in the following Manner, viz^t.		
	He took a Bond, bearing Date the 25th January — —	8,000 — —	
	Paid his Banian Ramrutton — —	1,000 — —	
	Interest paid on the above 9,000 Rupees for a Month and a Half — —	90 — —	
			9,090 — —
	On being hard pressed, and when labouring under Oppression and Distress, for the Payment of the Remainder of the unjust Profits mentioned in the Account, (N° 1,) I did, as a last Resource, apply to Ramrutton, Banian to Richard Barwell, Esquire, and earnestly requested him to interpose in my Behalf, and put a Stop to the Remainder of such unjust Demand; he Ramrutton demanded 4,000 Rupees to be paid him beforehand, as a Reward for such his Service; I paid him only 2,000 R^s, and promised to pay the Remainder or the other 2,000 on his performing that Service; he received the Sum, and afterwards said, he endeavoured too much, but could not prevail on his Master — — — —		2,000 — —

That

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1774. 26th.	That in the Month of December, on Mr. Barwell's wresting from me a Mahal or District, called Mohabadpore, which I had farmed from one Ramlochum, for the Term of Five Years, and giving it again to Ramlochum, contrary to the Honourable Company's Potta, and without my Knowledge, I did by a Petition apply to the Honourable Board in Calcutta against such unjust Proceedings of that Gentleman. The Honourable Board redressed me by sending their Order to restore the said Mahal to me; which Restoration was stopped by Mr. Barwell, and the Order of the Honourable Board took no place until 1500 Rupees was paid to him, and 500 Rupees to his Banian Ramrutton; which Sums were paid to them, or their People, by Guddadur Banker — —	2,000 — —	
December 13th.	Joynarain Gosaul did curtail or deduct 1500 Rs for a certain Amount of the Advance Money which was ordered to be paid me for the Provision of Salt at Selimabad, on account of his Contract with the Honourable Company, and retained it for himself and his People — —	1,500 — —	
			3,500 — —
	Arcot Rs		25,000 — —

(N° 3.)

An ACCOUNT of the Salt delivered in the Year 1773.

To 45,000 Maunds of Salt, delivered to Mr. Alias Abraham into the Honourable Company's Golah — M^{ds}	45,000 — —	By Salt agreed on — — Maunds —	50,000 — —
To 20,000 Maunds of Salt, delivered to feveral Perfons, by Order of the then Chief of Dacca, and the Dewan of Dacca — — — — —	20,000 — —	By more Salt D° — — D° —	20,000 — —
Maunds —	65,000 — —	Maunds —	70,000 — —
To Balance due to the Company, which is long Time ready in the Golah to be delivered — — —	1,750 — —	Deduct from D° the Drynefs of 65,000 Maunds of Salt in the Golah, becaufe they did neglect to receive in proper Time, which was allowed by the Dewan, &c. at 5 per Cent. — — — —	3,250 — —
Maunds —	66,750 — —	Maunds —	66,750 — —

(N° 4.)

The Honourable Company in Account with Cojah Gavorke, the Farmer of Dackan Savagepore, in the Diftricts of Dacca.

D^r			C^r
1773. To Amount of 50,000 M^{ds} of Salt, for which I have entered into an Agreement with the Honourable Company, to give the aforefaid 50,000 M^{ds} of Salt, at Eighty Rupees for every Hundred Maund; and that the Honourable Company is to advance me 12 Anas upon every Rupee on the whole Contract, and the Remainder 4 Ana upon every Rupee, after the Delivery of all the aforefaid 50,000 Maunds of Salt. Further agreed, that in cafe I can make more Salt than the aforefaid 50,000 M^{ds}, I am to deliver the fame to the Honourable Company, at the Rate of 105 R^s per 100 Maunds; now I charge only the 50,000 Maunds of Salt at 80 R^s per 100 M^d, and which is delivered at the Time agreed on — — — —	40,000 — —	1773. By Cafh (in the Month of Poofe, Bengal Style) from Hurry Mullick, the Dewan of the Honourable Company at Dacca, on account of the Salt; but a Receipt was given by me for 30,000 R^s: Received no more than — Rupees	27,000 — —
		By Cafh (in the Month of Aufon, from the above named) from Hurry Mullick, on account of the Salt; but a Receipt was given by me for 10,000 Rupees: Received no more than — — — Rupees	9,000 — —
		By Cafh (in the Month of Aufon) from Hurry Mullick above-named, on account of more Salt delivered; but a Receipt was given for R^s 10,500: Received no more than — — — — Rupees	8,000 — —
		A^t R^s —	44,000 — —
To 20,000 M^{ds} of Salt (which was delivered more than the aforefaid 50,000 Maunds) at 105 Rupees per 100 Maund	21,000 — —	By Balance due to the Farmer —	17,000 — —
Arcot R^s —	61,000 — —	Arcot R^s —	61,000 — —

(N° 5.)

The Honourable Company in Account with Coja Gavorke, the Farmer of Dackan Savashpoor, in Districts of Dacca.

Dr				Cr	
1774.	To Amount of 50,000 Maunds of Salt, for which I have entered into an Agreement, as is particularized in the Account 1773, at 80 Rs per 100 Maund — —	40,000 — —	1774.	By Cash (in the Month of Poose, Bengal Style) from Hurry Mullick, the Dewan of the Honourable Company at Dacca, on account of Salt; but a Receipt was given by me for 30,000 Rs: Received no more than Rs — —	20,000 — —
	To 27,000 Mds of Salt (which was delivered more than the aforesaid 50,000 Mds of Salt) at 105 Rs per 100 Maund	28,350 — —		By Cash received on Account 27,000 Mds of Salt sold by me, a 200 Rs per 100 Mds to Pykars, by Order of Richd Barwell, Esqr, the then Chief of Dacca — —	54,000 — —
	At Rs —	68,350 — —			74,000 — —
	To Cash paid to Richd Barwell, Esqr, the full Sale of 27,000 Mds of Salt, at 200 Rs per 100 Maund — —	54,000 — —		By Balance due to the Farmer — —	48,350 — —
	Arcot Rs —	122,350 — —		Arcot Rs —	122,350 — —

(N° 6.)

An ACCOUNT of the Salt delivered in the Year 1774.

To 50,000 Maunds of Salt, delivered to Mr. Alias Abraham, into the Honourable Company's Golah — Maunds	50,000 — —	By Salt agreed on — — Maunds	50,000 — —
To 27,000 Maunds of Salt delivered, but since sold by me, by Order of Mr. Barwell, as will more fully appear in the Account between me and the Honourable Company of this Year — — — — — Mds	27,000 — —	By more Do — — — Do	27,000 — —
Maunds —	77,000 — —	Maunds —	77,000 — —

To

To Mr. Richard Sumner, Secretary to the Council of Revenue.

Sir,

With this you will receive Kaworke's Petition and the Papers; all which I desired of you last Night.

I beg you will inform the Honourable the Governor General and the other Members, that I conceive the Appeal made by Kaworke has Two Objects: 1st. To skreen himself from Justice. 2dly. To possess himself of a Farm to which he has no Right, and to defraud me.

It is some Time since I furnished an Advocate at Law with an Account of my Engagements with Kaworke, in order that a Prosecution might be commenced against him. I think it is about Six Weeks or Two Months ago, that I desired the Opinion of Counsel on this Prosecution.

The Whole of Kaworke's Relation is a gross Misrepresentation of Facts. The simple Fact is, that in January 1774, the Salt Mhals of Savagepore and Selimabad became mine, and were re-let by me to this Man in the Names of Bussunt Roy and Kissendeb, on Condition that he should account with me for Profits to a certain Sum; answer the public Engagements to the Company; and the Surplus Advantages were to remain to himself. I can assure the Gentlemen of the Board, that with respect to authorizing any clandestine Sales, it is a Falsity. I did indeed understand, that instead of Money, many of the Salt Workers of Savagepoor were paid for their Labour in Salt, as so much Money; of course, that the Proceeds would come clear to the Company, and make Savagepoor a very profitable Farm; and in the Persuasion of its being so, I engaged for it. If I am mistaken in my Reasoning, and the Wish to add to my Fortune has warped my Judgment in a Transaction that may appear to the Board in a Light different to what I viewed it in, it is passed; I cannot recall it; and I rather chuse to admit an Error, than deny a Fact.

With regard to other Matters set forth in the Account, I may assure the Board with Confidence I have not touched a Rupee.

Whenever the Board assemble, I will give them any further Satisfaction they may desire.

Gardens, the 23d March 1775. — I am, &c. (Signed) Rich[d] Barwell.

To the Honourable the Governor General.

Sir,

We beg Leave to represent to you, that it is our Opinion, that the Charge brought against Mr. Barwell by Coja Kaworke, in his Petition delivered to Mr. Sumner on the 22d Instant, with the Accounts annexed, and Mr. Barwell's Answer, ought to be transmitted to the Honourable Court of Directors by the Anson, as there will be no other Opportunity, for several Months, to advise them of these Particulars; we therefore request that you will be pleased to order a Paragraph or Postscript to be prepared, and added to the General Letter from the Revenue Department, stating the Substance of the above Charge, for the Information of the Court of Directors, with an Assurance that it shall be enquired into by us as soon as possible.

We are &c.
(Signed) J. Clavering, Geo. Monson, Ph. Francis.

Fort William, the 24th March 1774.

Read also the following Letter from Mr. Barwell, a Copy of which was also forwarded a Number in the Packet.

To the Honourable the Governor General, &c. Members of Council.

Gentlemen,

As the Petition of Kaworke's, is proposed to be transmitted with your General Letter to the Honourable Court of Directors by this Ship, to prevent any Impression prejudicial to the unsullied Reputation I have hitherto supported, both in my public and private Transactions in this Country, I beg the Favour of you, at the same Time to intimate that I propose to lay before you all the Advantages I have derived from my Salt Engagements, and that I have pledged myself to shew to your Satisfaction, that I was in no Respect concerned in the contraband Commerce Kaworke has the Assurance to impute to me; that to the Honourable Court of Directors I will submit all my Rights in Salt Contracts I engaged in; and that if in their Opinion those Rights vest in the Company, I will account to them for the last Shilling I have received from such Contracts; my Intentions being upright; and as I never did wish to profit myself to the Prejudice of my Employers, by their Judgment I will be implicitly directed. The other Matters set forth by Kaworke, I request the Favour of you to contradict, upon my Word and my Assurance, that if One single Farthing of the Sums said to have been paid to me, are proved to have gone into my Pocket, I will pay into their Treasury Three Times the Amount of every such Sum that may be proved.

I am &c.
(Signed) Rich[d] Barwell.

Calcutta, 24th March 1775.

Mr.

Mr. Barwell moves the Board, That a Committee be appointed to take into Consideration what he has to offer upon the Subject of Kaworke's Petition, and in order to enable him, in a connected Manner, to pass through the different Accounts and Papers that may be necessary in explaining his Salt Concerns.

Agreed, a Committee be formed accordingly, to consist of the whole Board, not to assemble with fewer than Three.

APPENDIX, N° 93.

Fort William, the 4th April 1775.

Revenue Department.

At a Committee; PRESENT,

Lieutenant General John Clavering,
The Honourable George Monson,
Richard Barwell, and } Esquires.
Philip Francis, }

THE Board being met agreeably to their Resolution of the 31st ultimo;

Coja Kaworke is called in, and delivers in a Petition.

Upon being asked, If it relates to the Matter the Board are going to enquire into?

He answers, That it does.

The former Petition delivered in the 22d March being shewn to him, he is asked, If it is his? and answers, It is.

Read the Petition and Enclosures entered on the Proceedings of the 31st March.

Read the new Petition and Enclosures, as follows:

To the Honourable Warren Hastings, Esquire, and the Supreme Council at Fort William in Bengal.

The humble Petition of Gavorke Simon,

Sheweth,

That having had a better Explanation of the Petition and Accounts lately laid before you for your Consideration, I humbly beg Permission to subjoin thereto Three further Accounts; which I hope will more clearly shew to you the particular and very great Losses sustained by undue Extortions, and by unjust Treatment from the Company's then chief Agent at Dacca, by being (without the least Colour of Justice) dispossessed of the Farm of Savashpoor, rented by Lease granted from the Company's Agents, and by Deed delivered and attested under the Company's Seal, on which your Petitioner was given to hope the greatest Faith and Credit might be rested, by your Petitioner's quiet and peaceable Possession of said Farm, during the Term of the Grant thereof: Your Petitioner therefore, by his former Petition, as well as by this, most humbly prays, that he may forthwith effectually be put in full and quiet Possession of said Farm, and continue to the End of his Lease without any Molestation, and be reimbursed all Losses and Damages he may or shall have sustained to the Time of his being put in Possession thereof; or otherwise your Petitioner humbly prays, the Company may make good to him (and his Partner, Coja Michael Sarkiss) all Losses and Damages sustained, and Profits that might have been gained, had he been suffered to continue in said Farm to the End of his Grant, as the Accounts now produced particularly shew.

And your Petitioner, as in Duty bound, shall ever pray.

(Signed by) Gavorke Simone.

 Richard

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Richard Barwell, Esquire, Dr.

1773. To Cash paid on Account of the Revenue for 7 Anna Share of the Savashpoor Pergunnah, which was under the Zemindaree of Jaffier Ally, and one Netoy Cazanchee was the Addadar of said Farm, and since farmed to us for the Terms of Four Years; but Four Months after he wrested the said Pergunnah from us, and gave it again to the said Nitty, after having received the following Sums from us on that Account, as follows:

Paid to Mr. Barwell	5,000	
Paid to Ramrutton, his Dewan or Banian, by your Order	3,500	
To Cash paid to Joynarrain, Dewan or Banian to Mr. Shakespear, for and on Account of his Master Mr. Shakespear, on the above Account	2,000	
		10,500
On being hard pressed, and when labouring under Oppressions, and Distress for the Remainder of the unjust Profits mentioned in Account N° 2, I did as at last applied to Ramrutton, Banyan to Richard Barwell, Esquire, and earnestly requested him to interpose on our Behalf, and put a Stop to the Remainder of such unjust Demand; he the said Ramrutton demanded 4,000 Rupees to be paid him beforehand for so doing. We accordingly paid him the said Ramrutton only 2,000 Rupees, and promised to pay the Remainder (2,000 Rupees) on his performing that Service. He received this Sum, and afterwards said that he endeavoured too much, but could not prevail on his Master, (Mr. Barwell)		2,000
That in the Month of December, on Mr. Barwell's wresting from us a Mahal or District called Mahalutpoor, which was farmed by us from one Ramlochun, the original Farmer of it, for the Term of Five Years, and giving it again to the said Ramlochun, contrary to our Contract, and without our Knowledge, we did by a Petition apply to the Honourable Board in Calcutta against such unjust Proceedings of that Gentleman. The Honourable Board addressed us, by sending their Order to restore the said Mahal to us; which Restoration was stopped by Mr. Barwell, and the Order of the Honourable Board took no place until 1500 Rupees was paid to him, and 500 Rupees to his Banyan Ramrutton; which Sums paid to them or their People, by Guddader Banker	2,000	
Joynarrain Gossaul did curtail or deduct, by your Order, the Sum of 1,500 Rupees from a certain Amount of the Advance Money which was paid us for the Provision of Salt at Selemabad	1,500	
		3,500
Arcot Rupees		16,000

(Signed by) Gavorke Simon, for himself, and for Coja Michael Sarkiss.

Richard

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Dr — — — Richard Barwell, Esqr, in Account with Coja Gavoke Simon and Michael Sarkifs — — — Cr

Date	Particulars		Rupees
1774. March 30.	To Amount of an Account, marked N° 1. brought into this Account of this Date — — —		16,000 — —
April 1.	To Cafh, which was deducted by your Order from the Advance Money received by us for the Honourable Company, on account of Daccan Savafhpoor Pergunnah — — Rupees	10,000 — —	
	To Cafh, which was deducted by your Order from the Advance Money received by us from the Honourable Company, on account of Salamabad Pergunnah	10,799 4 —	20,799 4 —
	To Profit at 90 per Cent. which you obliged us, on 10,000 M^ds of Surplus Salt, made by us in the Diftricts of Daccan Savafhpoor, is in Part of the Salt made by us in the Year 1773, and which Salt was fold by us there, by your pofitive Order, and which was paid you in the following Manner :		
	You took a Bond from us, bearing Date the 25th Jan^y 1774, and fince paid, Principal — —	8,000 — —	
	Intereft on D° for 1½ Month, a 9 per Cent.	90 — —	
	Paid, by your Order, your Banian Ramretten	1,000 — —	9,090 — —
	Carried over —		45,889 4 —

Date	Particulars	Rupees
1774.	By the Honourable Company, for Stoppage you made in the Advance Money Account of the Honourable Company's, which ought to have been 30,000 R^s, for which you have my Receipt, but paid us only 20,000 R^s; the Difference fhort advanced R^s — — —	10,000 — —
April 1.	By Amount Sale of 10,000 Maunds of Salt, which was fold by your Order, as Chief at Dacca, being in Part of the Surplus Salt of the Year 1773, made by us in the Dacca Savafhpoor Pergunnah, and the Remainder delivered to feveral Perfons by Mr. Grueber, when Chief of Dacca, and your (as Chief alfo at Dacca) Order, the Particulars of which ready to be produced when required, at 195 R^s per 100 Maunds, makes Rupees — —	19,500 — —
	Carried over —	29,500 — —

Richard

Dr.

Brought over —		45,889	4 —
To Cash which you forcibly took and received from us, said to be in Part of Four different Bonds you extorted (from the said Coja Michael only, but in our Names jointly) in Four different Months, in the Name of Porron Paul, for the Sum of Rupees 77,627; but paid in Part thereof by Force and under Guard, in following Manner, through the Hands of Goddar Shroff. On paying the following Sums you delivered us only Two Bonds; and Two remainder Bonds (for Rs 41,314) yet is in your Possession. —			
1774. August 26. Rupees — —	16,000 — —		
D° 29. D° — —	5,656 12 —		
Septr 8. D° — —	15,000 — —		
D° 20. D° — —	7,000 — —		
D° 29. D° — —	5,000 — —		
Rupees —	48,656 12 —		
To Cash which was extorted by your Jamadar and Peons who was guard over us —	283 — —		
To Cash which was extorted by Mr. Purling's Peons, who was guard over us, for the said remainder Two Bonds —	92 8 —		
		49,032	4 —
Arcot Rupees —		94,921	8 —

Cr.

Brought over —	29,500	— —
August 30. By Amount Sale of 27,000 Maunds of Salt, which was sold by your Order (as Chief at Dacca) being the whole Surplus sold of the Year 1774, made by us in Daccan Savashpoor Pergunnah, at 200 Rs per 100 Mds, makes 54,000 Rupees; but received no more than Rupees 43,000, and then remains outstanding Balance of Rs 10,000, when received you will have it paid to you the Amount Sale of 27,000 Mds of Salt recovered Rs	43,000	— —
Rupees —	72,500	— —
By Balance due to us — —	22,421	8 —
At Rupees —	94,921	8 —

(Errors excepted)

per (Signed)

Gavorke Simon, for himself, and for Coja Michael Sarkiss.

The

The Honourable Company to Coja Gavorke Simon, and Coja Michael Sarkiss, Dr.

To Balance of an Account due to me from you in the Year 1773, and the particular Account of which delivered in to the Honourable Committee — —	17,000 — —
To Balance of an Account due to me from you in the Year 1774, and the particular Account of which also delivered in to the Honourable Committee —	48,350 — —
To Amount of outstanding Debt and Balances due to me from sundry Molungees and Pykars, on the Farm of Savashpoor, for which I being dispossessed, and unjustly turned out by the Company's Chief Agent at Dacca, and am thereby prevented from recovering the same — —	57,750 — —
To Expences laid out in cutting down Trees, and clearing Two Jungles, adjoining to the Farm of Savashpoor, a Pottah of which was granted us by the Zemindar, and which Jungles we had prepared and cleared the Ground for boiling Salt; but was dispossessed thereof when turned out of the aforesaid Farm by the Company's chief Agent at Dacca — — —	15,700 — —
To our Annual Profits which we could have made of the 9 Aunas on the aforesaid Farm of Savashpoor, had we been permitted (as in Justice we ought) to have continued peaceably in Possession to the End of our Lease, granted by the Agents of the Honourable Company, and which would have expired the End of the Year 1777; to which Time, from the Time of being dispossessed thereof, makes Three Years, at 16,000 per Annum — —	48,000 — —
(Signed by) Gavorke Simon, for himself, and for Coja Michael Sarkiss. Arcot Rupees	1,86,800 — —

N. B. There is an outstanding Claim on Mortgage due to us from Jaffar Ally, Zemindar of Seven Aunoes of Daccan Savashpoor, which by being unjustly turned out from the aforesaid Farm, we have no Hope of recovering, unless effectually assisted by the Agents of the Company to recover the same, in which Case when recovered we shall be satisfied; otherwise we shall consider the Company our Debtors for the same, to the Amount of Rupees — 22,000 — —

We also made an absolute Purchase of 4 Annaes of the Zemindarry Lands of the aforesaid Farm, from Jaffier Ally, the Zemindar thereof, whose Bill of Sale we have ready to produce. That if we are put in full and quiet Possession of this fair Purchase (from which we have been unjustly turned out by the Company's chief Agent at Dacca) in that Case we shall be satisfied; otherwise we must look upon and consider the Company our Debtors for the Losses and Damages thereby sustained, which amount to Rupees — — — 30,000 — —

(N° 1.)

The under-written is an Account of the extraordinary and unwarrantable Profits taken or received from me by Richard Barwell, Esquire, under the Name of Bissent Roy and Kissen Deb, on the Two Salt Districts, the one called Daccan Savashpoor, farmed by me from the Honourable Company (contrary to the true Intent and Meaning of the Pottah granted to me by the Honourable Committee, under the Company's Seal) and the other called the Sellimabad, also farmed by me from Jaguerrain Gossaul; that is to say, 65,000 Rupees was taken on Daccan Savashpoor, and 60,500 on Sellimabad above-named; both Sums amounting to 1,25,500 Rupees, which were extorted from me in the following Manner; viz.

1774.		
March 29.	To Cash paid to Jaggernaut Shroff (Banker) to Mr. Hollond, through the Hands of Gudader — — —	6,538 8 —
April 12.	To Cash deducted by Order of Mr. Barwell, by Mr. Hollond, from the Amount of an Advance Money, which was ordered to be paid me on account of the Honourable Company, for Salt Provision in the Mahal, or District Sellimabad Ann. — —	11,258 8 —
	To a further Deduction made from the Amount of an Advance of Cash, which was likewise ordered to be paid me for Salt Provision in the Mehall Daccan Savashpoor, on Account of the Honourable Company — — —	1,668 12 —
	To Cash paid Mr. Hollond's Banker, Jaggernaut, through the Hands of Gudader — —	1,333 8 —
	To Cash, that in Part or on Account of the aforementioned unjustifiable and illegal Profits, 4 different Bonds were extorted from me in Four different Months, in the Name of one Porraun Paul, for the Sum of 77,627 Rupees; and for levying the same Four Peons were by his (Mr. Barwell's) Order placed on me. On being hard pressed, and much oppressed by Mr. Barwell's Order, I paid in Part of the aforesaid	

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aforesaid Four Bonds the following Sums to Choitun Bysaack, Dewan to Mr. Barwell, through the Hands of Juddader, Shroff or Banker, viz.

Aug. 26.	— —	A. R^s 16,000 — —		
29.	— —	5,656 12 —		
Sept. 8.	— —	15,000 — —		
20.	— — —	7,000 — —		
29.	— — —	5,000 — —		
			48,656 12 —	
To Cash extorted by his Jemadar and Peons, who were placed over me, as Diet and Custom, &c.	— —		283 — —	
To D° paid to Mr. Purling's Peons, from 2d to 18th Dec^r, for Diet D°	— — —		92 8 —	
		Arcot Rupees	69,831 8 —	
		Errors excepted.		

Quest. Where is your Pottah for Duccan Savazpoor, granted to you by the Committee of Circuit in the Year 1772? *Examination of Coja Kaworke.*

Ans. The Committee wrote my Name in the Book, and told me Mr. Grueber would give me a Potta:—Which he produces.

Ordered it be translated, and that it be entered as follows:

Translation of a Dustuck under the Seal of the Khalsah, and the Signature of Mr. Grueber, directed to Radah Churn. *Potta for Duccan Savazpoor.*

As the Farm of the Mahall of the Pergunnah Duccan Savagepoor and Churn Maulungah, has been made over to Kojah Keworks to you for Five Years, beginning in the Bengal Year 1179, and ending in 1183, you are hereby directed to pay the most scrupulous Attention to the just and proper Management thereof, and to shew every Species of Encouragement to the Officers and Molungees of the Pergunnah; that by so doing, the Salt Business may be rendered flourishing, and a greater Quantity provided than in any former Period. You will receive at the Beginning of every Year ¾ of the established Price of the Salt, by way of Advance, besides the Expences attendant upon building Golahs, hiring Boats, &c.; and immediately upon the Receipt of this Money, you are to establish Golahs at Chuntuah, in which, as is written in the Kabooleeat you have given under your Seal and Signature, you will deposit the Salt, of the Quantities of which you are to give a Monthly Account, after which the remaining ¼ of the Price is to be paid to you. If you are unable to deliver the Whole of the Quantity for which you have agreed with Government, a Fine of Fifty Rupees upon every 100 Maunds of such Deficiency, besides the original Price, shall be levied upon you. If you provide a greater Quantity than is specified in your Agreement, you shall be entitled to receive 25 Rupees above the established Price for every Hundred Maunds; but you are not to sell a single Seer to any one else. If you are detected in selling Salt, it shall be confiscated to the Government. After the Expiration of the Five Years, you are not to give in any Claim for Balances in the Country; if you do, it will not be attended to. The Becoparcies, Pykars, and Molungees and Officers of the Pergunnah, are to consider you as the Farmer of the Meehall, to attend upon you, to take Advances from you, and to boil and provide Salt, &c. and they are to listen to every thing which you imagine will be for the Interest of the Government. Be attentive to what is above written. Dated the 2d Ramzaun ul Mubaurick, in the 14th Year of the Reign, or the 16th of Augun, in the Year 1179.

Quest. Have you an English Translation of the Pottah?

Ans. No.

Quest. Can you explain to us the Conditions of the Pottah, and in whose Name it is?

Ans. Yes.

Quest. In whose Name is it?

Ans. In the Name of my Gomastah, Radachurn, on the Part of Kaworke.

Quest. Was you to pay an Annual Rent for the Farm of Duccan Savagepoor, exclusive of the Salt which you was to furnish the Company with?

Ans. I was to pay to the Zemindar 11,000 Arcot Rupees Revenue; and I gave him a Present of 500 Rupees annually.

Quest. Was the Company to derive no other Profit from the Farm, but that which arose from the manufacturing the Salt?

Ans. No other than what is expressed in the Pottah.

Quest. What is the Quantity of Salt you was to furnish every Year, according to the Terms of your Pottah, for the Company?

Ans. I agreed with the Committee to furnish the Quantity of Fifty thousand Maunds of Salt, and executed a Cabooleat to that Purpose; but afterwards Mr. Grueber and Hurry Baboo insisted on my furnishing Ten thousand Maunds more, on their joint Account.

Quest.

5

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

Quest. Who is Hurry Baboo?

Ans. Ram Hurry Mullick, the Company's Dewan at Dacca.

Quest. Did you remonstrate against delivering the additional Ten thousand Maunds of Salt?

Ans. I complained of it to Mr. Grueber; but he did not pay any Attention to me.

Quest. Did you fulfil your Agreements with the Company for the Year 1773 and 1774?

Ans. Yes, I did.

Quest. Did you pay, likewise, the extraordinary Quantity of Ten thousand Maunds of Salt each Year; viz. 1773 and 1774, to Mr. Grueber and Hurry Baboo?

Ans. I furnished it the First Year, as stated in my Accounts; and I did not give it the Second Year.

Quest. Did you not give it the Year 1774?

Ans. No; only in the First Year.

Quest. Did you pay any Thing in lieu of the Ten thousand Maunds of Salt for the Year 1774, due to Mr. Grueber and Hurry Baboo, or to any other Person?

Ans. I did not.

Quest. Did Mr. Grueber or Hurry Baboo ever make any Demand upon you for that Quantity of Salt?

Ans. No.

Quest. To whom did you account for the Quantity of Salt?

Ans. Nobody demanded the Quantity of me.

Quest. Why did Mr. Barwell, on his Arrival at Dacca in February 1774, charge you with a Profit of 1,25,500?

Answer Given in in Persian.

Ordered, That it be translated against To-morrow Morning.

Committee adjourn. Coja Kaworke to attend To-morrow.

The Committee adjourn till Ten To-morrow Morning.

Ordered, That Coja Kaworke do attend.

R. Ruby.

Rev. Dep^t Wednesday.

Fort William, the 5th April 1775.

At a Committee; PRESENT,

Lieutenant General John Clavering,
The Honourable George Monson,
Richard Barwell, and Philip Francis, } Esquires.

The Board being met agreeable to Adjournment,
Read and approved the Proceedings of Yesterday Evening.

Coja Kaworke called in.

Coja Kaworke is called in.

Translation of his Answer to the Question of last Night.

The Answer to the Question delivered in by Coja Kaworke last Night, being translated, is entered as follows:

Mr. Barwell, upon his Arrival at Dacca, paid me an Advance of 20,000 Rupees, when, according to the established Rate of the Company (which is 12 Annas, or ¾ of the established Price of the Salt) I should have received R^s 30,000. After this I went into the Country in order to set about getting the Salt made. In the Beginning of the Month of Phagun I was removed, and thereupon delivered over the Quantity of Salt prepared to Netianund. Soon afterwards I went up to Dacca, and represented to Mr. Barwell, that I had taken my Farm for a Term of Five Years, and begged he would inform me what Offence I had committed that I was deprived of it. Mr. Barwell replied, "Nitianund gives me a Profit of 65,000 R^s, and he may sell whatever Quantity of Salt he can "procure, after having delivered the stipulated Quantity to the Company." I then said to him, "It is very well, if such is your Pleasure; but let me then be paid my outstanding Balances, with "the Expences I have incurred in Advances, &c. and I will relinquish all Concern with the Salt." Mr. Barwell answered, "If you do not agree to pay that Sum, nothing will be granted you." Hereupon I said, "If this is your Determination, I shall suffer in my Credit, from the large Sums "I have paid away in Advances." Mr. Barwell replied, "Will you agree then to pay me "what Nettenund does; and a Letter shall be given you, signifying his Removal, which having "carried into the Country, you may proceed in your Business as formerly?" I then said, "If "you order me, I will take the Letter and begin my Business again, and lay before you an Account of the Quantity I may make, above what is provided for the Company."

Mr. Barwell then told me to take the Letter, and go quickly into the Country, as the Season for boiling the Salt was approached. Three or Four Days after I had obtained this Letter for the Removal of Nettanund, Mr. Barwell sent for me, and shewing me Two Papers, desired I would sign them, but I refused Compliance; upon which he was very angry, and said that I must sign them, and then dismissed me. In a Minute or Two afterwards, Ram Rutteen came out, and told me, that he was going to Hurry Baboo's House, where he had sent for Khauj Mokeel, and Gowry Bose,

Bose, and signified to me, that it was Mr. Barwell's Pleasure that I should sign the above Papers; that if I did not, he (Mr. B.) would turn me into Disgrace; but as notwithstanding I did not comply, Ram Rutteen and Hurry Baboo got Khaujee Mokeel to give a Pottah in Favour of Bassentram and Kisshen Debe, and in Return, Khaujee Mokeel's Vakeel gave them a Cabooleat to this Effect, that he would deliver the stipulated Quantity of Salt to Government, and pay them a Profit of 65,000 Rupees; and over and above this Cabooleat, they took a further Security from Khaujee Mokeel and me to the same Purpose.

The Sellimabad Mehall was originally held by Bullram Bunerjea; Joynerrayn Gossaul let it to Sooberam Paul, upon an Encrease of One Lack of Rupees above the Terms on which it was held by Bannerjeea. Afterwards Mr. Barwell gave it to Ramsondar Paulet, and in 10 or 15 Days after that again to Bullram Bannerjeea, whom he therefore desired to pay his Proportion of the Profit of a Lack of Rupees, that had been settled according to his Share, and also that of Sooneram, amounting to 60,500. As Sooneram Paul was my Gomastah, this Sum became a Balance against me; which, with the Sum due by Bannerjeea, makes in all 1,25,500 Rupees. On Account of the Balance thus due by me, Mr. Barwell with-held the Sum of 20,799 Rupees from the Advances of the ½ allowed upon the established Price of the Salt, and besides exacted Four Bonds from Khaujee Mookee and me. I leave you, Gentlemen, now to decide, if I am indebted to Mr. Barwell. If that Gentleman was desirous to take such Profits from this Country, why did he infringe the Conditions of the Company's Pottah, in paying me my Advances? or what Offence did he take at me to dispossess me so soon?

Quest. Where is the Agreement you say you made with the Committee to furnish Fifty thousand Maunds of Salts? His Examination.

Answ. This is the Cabooleeat Radachurn gave to the Committee on my Part (delivering it in) Ordered, That it be translated and here entered.

TRANSLATION.

Copy of a Contract entered into with the Company through Mr. Grueber, by Radachurn, on the Part of Coja Kawer.

I Radachurn, on the Part of Coja Kawer, having farmed the Salt Mahls of Pergunnahs Dukkinsabajepoor, from 1179 to 1183, or for the Term of Five Years; I have contracted with you for 50,000 Maunds of 82 Sicca Weight of the Salt of this Pergunnah, for which I shall receive at the Price of Arcot Rupees 80 per 100 Maunds; having received the Yearly Advances, I will make the Salt, and will Yearly Account for the said Quantity to your Gomastah, according to Kistbundee.

The Expences whereof the Zemindarry Rents, Dulot * &c. and outstanding Balances, are mine; you have no Concern with them; if I delay the Works, and shall not be able to deliver 50,000 Maunds, I will pay a Fine for the Deficiency of 50 R^s per 100 Maunds; but whatever Encrease I shall make, I will deliver it to the Sircar, for which I shall receive the additional Price to the Company of 25 R^s per 100 Maunds: For this Purpose I have taken the Salt Mhal for the Term of Five Years, and will adhere to it according to Orders.

Dated 21st Carlic 1179.

Nearly answering to the 2d Nov. 1772.

KISTBUNDY for the Quantity of 50,000 Maunds, of 82 S^t W^t. A Proportion of 3 Annaes in the Month of Byeaac (April.)

Ditto	—	5 Annaies	—	Jeyet	—	May
Ditto	—	5 Annaies	—	Lessar	—	June
Ditto	—	2 Annaies	—	Saween	—	July
Ditto	—	1 Anna	—	Baudeen	—	August

According to this Kistbundee, I will deliver the Salt without Excuse; and should any Balances remain at the Expiration of the Term of my Contract, I will not demand them.

A true Translation.

(Signed) P. Moore.

Quest. You say that Radachurn was your Gomastah; when did he come into your Employment, and how long did he continue in it?

Answ. There is no such Person as Radachurn; it is a fictitious Name.

Quest. Was you, or Coja Michael your Partner, the Security for this fictitious Contractor?

Answ. The Pottah is in effect in my Name, because the Farm was taken by Radachurn on my Account.

Quest. You said just now, that a Copy of the Pottah which you have produced, was that which Radachurn gave to the Committee on your Part; how could a Man who never existed, give a Cabooleeat to the Committee?

* Signifies a Duty: The Expression is local.

Answ. I told a Person to go to the Committee, and say that his Name was Radachurn, and get a Pottah; I had never seen the Man myself before, nor have I seen him since, nor is he a Servant of mine.

Quest. Is there any Chop or Signature to the Caboolееat.

Answ. It was signed by me, and by Coja Michael, my Security.

Quest. Why was not the Pottah made out directly in your own Name, instead of the fictitious Name of Radachurn?

Answ. The Committee desired me to have it made out in that Form, by way of further Security. They thought Two Men better than One.

Quest. Did you continue to hold the Farm from November 1772 to September 1774, when Mr. Barwell dispossessed you?

Answ. I did, and furnished Two Years Salt.

Quest. What Reason was assigned for taking the Farm from you?

Answ. Let those who took it from me answer to that; what do I know?

Quest. Had you complied with the Conditions of your Pottah?

Answ. I had, and what further Orders were given me by the Chief.

Quest. What do you mean by further Orders given you by the Chief?

Answ. I obeyed what Orders were given me.

Quest. What Orders were given you by Mr. Barwell?

Answ. He desired me to furnish the Company with 50,000 Maunds of Salt, to sell whatever I could get made over and above that Quantity, and pay him a Profit of 65,000 Rupees.

Quest. What Quantity did you make more than the 50,000 Maunds?

Answ. 28,000 Maunds; at the Time of the Sale it produced only 27,000 Maunds.

Quest. Was you ever spoke to by Mr. Barwell upon any Business but in the Presence of a Third Person?

Answ. No, Ramrutton was present always; sometimes several Persons.

Quest. Who were those several Persons, do you recollect?

Answ. Coja Michael, my Partner. Coja Michael reported to me by Letter, the Conversation which he had on the Subject of my Farm with Mr. Barwell and Mr. Hollond.

Explaining himself, he says, That no one was present but Ramrutton.

Quest. Who is Ramrutton?

Answ. Mr. Barwell's Dewan.

Quest. Had Ramrutton any private Trust under Mr. Barwell or not? Did he keep his Cash Account, or transact any private Business of his?

Answ. I don't know in what Service he was, I only know he was a Servant of Mr. Barwell.

Quest. You said Yesterday, That over and above your Agreement to furnish 50,000 Maunds of Salt to the Company, Mr. Grueber and Hurry Mullick insisted on your furnishing Ten thousand Maunds more on their joint Account: Do you understand that the Profit of that Ten thousand Maunds was to be theirs or the Company's?

Answ. It was for the Profit of the Gentlemen at Dacca, a List of whose Names I have got in my Possession; namely, Mr. Law, Mr. Hogarth, Mr. Hollond, Mr. Halliburton, Mr. Day, Mr. Crawford, Dr Russel, Doctor Mills, Mr. Legh, Mr. Grueber, all through Bowanny Churn. Mr. Grueber did not give me any Orders about distributing this Money, but it was done by his Gomastah, and a separate Order was given me for each Sum that I delivered.

Quest. If this Money was paid to Bowannah Churn, or the Salt delivered to him, how do you know it was for the Advantage of the Gentlemen, or for their Use?

Answ. The Gomastahs of the several Gentlemen whose Names are mentioned in the List, took some of them their respective Shares in Money, others in Salt.

Quest. What was the Value of the Ten thousand Maunds of Salt?

Answ. About 20,000 Rupees.

Quest. What do you think was the Profit arising upon the Sale of it?

Answ. About 12,000 Rupees.

Quest. Did this Ten thousand Maunds of Salt pay the Duty to the Company?

Answ. I don't know.

Quest. How came you to have an Account Current with Mr. Barwell?

Answ. What Account Current?

Quest. That which you have delivered in.

Answ. This is an Account which shews the Sums that Mr. Barwell took from me, contrary to the Conditions of the Pottah.

Quest. From whom did you receive the Advances made to you for the Farm of Duccin Savagepoor, in the Years 1773 and 1774?

Answ. From Mr. Barwell.

Quest. How much did they amount to?

Mr. Barwell's Remark on the foregoing Question to Coja Kaworke.

Mr. Barwell—Before this Question is put, I must beg Leave to remark to the Board, That the Accounts laid before them are partially stated, touching the Engagements with me, and the Payments of Money made to me; for this Reason I beg Leave to introduce here the Statement of the Account between Michael and Kaworke, and myself, stating a Balance of Rupees 27,073.12 Annas in my Favour. I desire the different Articles may be put into Persian, and that the Account may be attested by him if it is a just one.

Account Current between Mr. Barwell, Michael, and Kaworke.

Michael

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

Dr. Michael and Kework, in Account with Richard Barwell Cr.

1774. February.	To their Engagements for providing the Salt in Selimabad and Duckinsavagepoor, February 10th, A. R.s		1,25,500 — —
	Times of Payment, viz.		
	To June inclusive, — — A. R.s	98,426 4 —	
	In July — A. R.s 5,656 12 —		
	August — — 5,354 4 —		
	September — — 5,354 4 —		
	October — — 5,354 4 —		
	November — — 5,354 4 —	27,073 12 —	
	A. R.s	1,25,500 — —	
	A. R.s		1,25,500 — —

1774.	By a Salam of Shawls — A. R.s	300 — —	
	By Cash to Mr. Hollond — —	20,499 4 —	20,799 4 —
	By Cash paid in the following Months; viz.		
	27th April — — A. R.s	15,656 12 —	
	27 May — — —	20,656 12 —	
	18 June — — —	20,655 12 —	
	25 July — — —	20,656 12 —	77,627 — —
	The above Sums paid, Coja Kework sets forth to be borrowed of Poran Paul, on Bond, at 1 per Cent. per Mensem.		
			98,426 4 —
	Balance due on the contra Engagements —		27,073 12 —
	A. R.s —		1,25,500 — —

Errors excepted

(Signed) Richard Barwell.

Ordered,

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

To be translated and delivered to Kaworke.

Ordered, That the Particulars of it be put into Persian, and then delivered to Kaworke.

Question repeated.

The Question being repeated, How much did the Advances amount to?

Ans. 30,000 Rupees he took a Receipt for, and only paid me 20,000 through Hurry Baboo.

Quest. Who was present when you received the 20,000 R^s?

Ans. My Bankers, Gudader and Luckeen, received the Money from the Company's Cazanchy Nittanund.

Quest. Did you give a Receipt for 30,000 Rupees?

Ans. I gave one for R^s 20,000 and another for 10,000.

Quest. To whom did you give those Receipts?

Ans. To Hurry Baboo.

Quest. The Monies he sets forth as paid to Mr. Barwell, were they on account of his Engagement for Savazpoor only, or not?

Ans. On account of Sellimabad as well as Savazpoor.

Quest. Why did you give Two Receipts, one for 20,000 Rupees the other for 10,000?

Ans. Mr. Barwell first said he would give me Eight Annaes in Advance, but in the End gave me Four Annaes more.

Quest. Who paid you the Four Annaes Advance?

Ans. The Chazantchy, through Hurry Mullick.

Quest. How then do you make out that you received only 20,000 R^s and gave a Receipt for 30,000 R^s?

Ans. My Gomastah received 30,000 Rupees from the Chazantchy, but did not bring it to my House, but gave it to Mr. Hollond's Shroff, Jaggernaut, by Mr. Barwell's Orders.

Quest. To whose Account was it paid into Jaggernaut's House?

Ans. It was in Part of the 65,000 Rupees, the Profit settled by Mr. Barwell.

Quest. Have you a Receipt for that 10,000 Rupees?

Ans. It is at Dacca—I have—(He corrects himself)—I have no Receipt for it—It was carried to my Account.

Quest. In what Account was it carried to your Credit?

Ans. In the Account current between my Banker and Mr. Hollond's Banker.

Board adjourn. Orders to the Accomptant.

The Board adjourn till Seven o'Clock in the Evening.

Ordered that the Accomptant do make out an Account of the Receipts from these Two Farms, from the Time of letting them in 1772.

Board's Remark, and Question to Mr Barwell.

Mr. Barwell having in his Letter of the 23d past to Mr. Sumner, declared, That in the Course of the Year 1774, the Farms of Savagepoor and Sellimabad became his, and having produced an Account current between himself on the one Part, and Michael and Kework on the other, in which he makes them Debtors in the Sum of R^s 125,000, and Creditors in the Sum of 98,426, 4. and states the Balance due to him, viz. 27,073. 12. on Account of their Engagements for providing the Salt in the above Farms.

Resolved, That Mr. Barwell be requested to inform the Board, by what Means or by what Grant, Lease, or other Instrument on the Part of the Company, he became the Proprietor of the above Farms?

Mr. Barwell agrees to reply to it.

A. Montgomerie,
Ex^r.

J. Clavering,
Rich^d Barwell,
P. Francis.

Fort William, 5th April 1775.

At a Committee; PRESENT,

Revenue Department, Wednesday Evening.

Lieutenant General John Clavering,
The Honourable George Monson, and
Richard Barwell, Esquire.

Read and approved the Proceedings of this Morning.

Mr. Barwell's Reply to the Question proposed to him this Morning.

Mr. Barwell—Michael and Kawork entered into an Agreement with me, in February 1774, for the Salt Farms of Selimabad and Duccan Savagepoor. The Terms are, to answer the Company's Engagements; to pay a Lack and Twenty-five thousand Rupees for having the Provision of Salt; any Excess of Advantage to be theirs, for the Trouble. The Engagement is written in the Name of Bussantray and Kissen Debe Sing: The Reason of its being in these Peoples Names was, because it was not thought consistent with the public Regulations, that the Names of any European should appear.

In addition to this, Mr. Barwell remarks, That the first Contractor, Radachurn Dey, he does suppose was substituted for the real ones, for Radachurn Dey, whose Name is written in the Contract,

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tract, is exiſting at Dacca, and if ſent for will give his Teſtimony of the Affair. The Reaſon why the Armenian Kaworke repreſents him in the Light he does upon the Examination, is conſiſtent with the Purſuit he is now upon, to take Advantage of any Irregularities to bring himſelf in as the Principal, when I believe it will evidently appear throughout, that he never had the Management of the Salt Mehals, but on Condition of accounting to the former Chief and myſelf for a ſpecified Advantage ariſing from them. I will not take up at preſent more of the Board's Time, as, when I come to aſk different Queſtions of Kaworke, this will be evident and plain. Permit me however to add a few Words in Explanation of a Circumſtance, on which the Board ſeek Information. Radachurn Dey is the Farmer of the Salt Mehals, on account of the Factory at Dacca; as this Man is living to atteſt it, I deſire the Board will call upon him; for myſelf I had many Objections to the entering upon this Buſineſs, and though I arrived in the Month of September 1773 at Dacca, I determined, without I could reconcile the Intereſts of the Public with my own private Emolument, that I would not engage in this Concern. This cauſed the Lapſe of Time between September 1773 and February 1774, before I took an Intereſt in it, and then the Board will ſee it was for a ſpecified Benefit in Money, and every Condition in the public Engagement to be anſwered.

General Clavering's Requeſt to Mr. Barwell.

General Clavering begs Leave to trouble Mr. Barwell to explain the Meaning of the laſt Words in his Minute, that it was for "a ſpecified Benefit in Money, and every Condition in the public "Engagements to be anſwered." Whether it is to be underſtood that he renounced the Advantage which it appears his Predeceſſor enjoyed, of the Allowance of 10,000 Maunds of Salt, over and above the Quantity which Coja Kaworke ſays he agreed to furniſh for the Company.

Mr. Barwell's Anſwer.

Mr. Barwell—My Reaſon for inſiſting on a ſpecified Benefit from the Advantages to be made in the Proviſion of the Salt, was declared expreſsly at the Time I aſked thoſe Engagements, that I could not nor would not receive any clandeſtine Profit in Salt: I warned Michael and Kaworke of this, and told them to take Heed of what they did; that ſhould they make any Attempt to enlarge their Advantages by running Salt, it was at the Riſk of Confiſcation if diſcovered, and muſt be detrimental to all.

General's further Requeſt to Mr. Barwell.

General Clavering requeſts Mr. Barwell to explain in what Manner the Transfer of Radachurn Dey's Right is made to him.

Mr. Barwell's Reply.

Mr. Barwell—Radachurn Dey ſtands for the Factory at Dacca; he will ſatisfy the Board that it really is ſo, and that his Right as the Farmer, was the Factory's Right. Mr. Rous, the preſent Chief, who has no Concern at all in thoſe Matters, if written to will obtain this Atteſtation from Radachurn Dey; but the Notoriety of the Fact ſcarce renders it neceſſary: The preſent Managers account with me; but as I deem it a legal Emolument of Station, I only look upon myſelf as a Truſtee for the Dacca Chief, if he engages in it, if not, I think myſelf better entitled to it than any Armenian or Bengala who would otherwiſe benefit in my room.

Requeſt of Coja Kaworke.

The Tranſlation of the Account delivered in by Mr. Barwell having been explained to Kaworke, he deſires to be allowed till To-morrow to reply to it.

Mr. Barwell's Remark.

Mr. Barwell—The Account that I have delivered in, ſtates the Receipt of more Money than he charges againſt me; I therefore beg the Queſtion may be repeated to him, to atteſt the Account. If he refuſes, I have no Objection to his being allowed what Time the Board judge proper to examine it.

Coja Kaworke queſtioned.

Queſtion aſked. Whether the 77,627 Rupees, ſtated in Mr. Barwell's Account to your Credit, you have not got Receipts for?

Anſ. I have not Receipts from Mr. Barwell.

Queſt. Have you any Receipts for that Sum from my Banians Chiton Byſaac, Ramuratten, or any other?

Anſ. No.

Copy of Mr. Barwell's Account referred to him for his Anſwer.

Ordered, That a Copy of Mr. Barwell's Account be given to him, and that he deliver in an Anſwer to the Secretary as ſoon as he can.

Queſt. Has Coja Michael any Receipts?

Anſw. No.

Queſt. Is Sonaram Paul a fictitious or real Perſon?

Anſw. A real Perſon.

Queſt. Have you a written Agreement from Mr. Barwell for the Salt Farms of Duccan Savagepoor and Selimabad.

Anſw. I have a Duſtuck.

Queſt. Where is the Duſtuck? bring it.

Anſw. Produces a Perwannah to the Izardar of the Salt Mahl of Selimabad, directing him to deliver to Mr. Wood, Salt Agent for the Sircar, Monthly, the Quantity of Salt made agreeable to his Kiſtbundee, informing them that Mr. Wood has Orders to receive the ſame.

N° 456 Reg^d W. C. Dacca, 11th June 1774.

A Perwannah to the Izardar of the Salt Mahl of Duccan Savagepoor, directing him to deliver to Mr. Elias Abraham, Salt Agent for the Sircar, Monthly, the Quantity of Salt made agreeable to his Kiſtbundee, informing them that Mr. Elias Abraham has Orders to receive the ſame.

N°

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N° 455 Reg^d W. C. Dacca, 11th June 1774.

A Perwannah to Rada Churn, Gomastah of Caja Kawall, Izardar of the Salt Contract in Duccan Savagepoor, to render an Account of the Salt produced this Year, in 7 Days.

N° 22 Reg^d 28th September 1773. J. S.

Ordered, That a Perwannah be translated and entered here.

Translation of a Perwannah. A Perwannah, Barkhaust to Rada Churn on the Part of Caja Kawall, informing him that Kishen Chund Bahmin has taken the Cutkina of the Salt Mahl of Duccan Savagepoor, Cheer Muntah, for the Space of 3 Years, from the Beginning of the Year 1181 to 1183, from Bussuntray and Kissendeb, Sudder Izardars of the said Mahl, directing them to produce the Pikars, Tofals, Molungees, &c. before the Kutkinadar, and take a Receipt for him.

Dacca, 27th October 1773.

N° 553 Reg^d W. C. In Persians, 1774; admitted to be the Mistake in English, ought to be 1174.

Quest. For what Length of Time did you take the Farms of Duccan Savagepoor and Selimabad, from Bussingtray and Kissendeb.

Answ. I gave a Pottah to these People, and became their Securities for the Term of Four Years; afterwards they took a Cabooleat from Gawrg Bose, Coja Michael's Vakeel.

Quest. Had you and your Partner, Coja Michael, all the Advantages arising from the Provision of Salt in Duccin Savagepoor, before Mr. Barwell was Chief, or not?

Answ. All the Advantages were mine, and all the Losses were mine.

Quest. Did you give nothing more to the Gentlemen of the Factory of Dacca, before Mr. Barwell was Chief, than the Ten thousand Maunds of Salt for Savagepoor Mhal.

Answ. No.

Quest. Did you receive from the Company the Premium of 25 R^s per 100 Maunds for the Ten thousand Maunds you delivered to the Gentlemen of the Dacca Factory?

Answ. No. What I delivered to the Company, I received the Premium for.

Quest. It appears by the Account, N° 5, that you delivered 27,000 Maunds, the Profits of which you say you accounted for to Mr. Barwell? Did you receive the Premium upon this Salt?

Answ. No. Neither Premium nor Advances.

Quest. How came you not to be paid the Premium, as it was an overplus Quantity?

Answ. I sold it to pay off the Sum of 65,000 R^s demanded by Mr. Barwell.

The Question being repeated;

Answ. I gave in Accounts of the overplus Quantity along with the others to Mr. Hollond, Hurry Baboo, and Mr. Barwell; but nobody would examine into them. After many Words with Mr. Barwell, he ordered me to sell the overplus Quantity, and pass the Premium on it to his Account, to fulfil the Cabooleeat given Bussentray and Kissender.

Quest. You say you gave only 10,000 Maunds of Salt to Mr. Grueber and Hurry Baboo, the Profit of which was about 12,000 R^s, and you gave to Mr. Barwell 65,000 Rupees for the Savagepoor Mahl; what was your Inducement for giving him this enhanced Profit?

Answ. Why should Mr. Barwell ask of me such a Profit?

Dacca wrote to. Agreed, That the following Letter be written to the Provincial Council of Dacca.

To Mr. C. W. B. Rous, Chief, &c. Provincial Council of Revenue at Dacca,

Gentlemen,

We desire you will immediately transmit to us an attested Copy of the Cabooleat entered into by Radachurn Dey, and delivered to Mr. Grueber, dated the 21st Cartic 1179, for the Salt Mhal of Duccin Savagepoor.

We desire also that you will examine Radachurn Dey, whether he was the real Farmer of this Mhal; whether he held it on the Account of any other Person or Persons, and whom; who had the Management of this Mhal the First Year it was held in his Name, and also the following Years, and on what Condition such Persons had the Charge of this Business.

After you have examined every Paper upon the Subject, which you can find upon the Records of Dacca, we desire you will acquaint us with the real State of the Engagement which Caja Kaworke says he entered into with the Committee of Circuit, for the farming of the Salt Mhal of Duccin Savagepoor, and likewise how his Engagements stand with respect to the Salt Farm of Selimabad: This you will accompany with the fullest Documents you can procure on the Subject of both Farms.

Coja Kaworke has delivered to us a List of the Names of several Gentlemen at Dacca, who he says were benefitted by him in a Division he made of Ten thousand Maunds of Salt; a Copy of which we transmit you enclosed.

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As we ſhould be ſorry that ſuch a Liſt ſhould be forwarded to the Court of Directors without its being accompanied with the Anſwers of thoſe Gentlemen, we muſt deſire they will loſe no Time in making their Replies, that it may be ſent by the firſt Conveyance.

As it appears by the Accounts delivered by Caja Kaworke, that he has diſpoſed of 27,000 Maunds of Surplus Salt; in order to aſcertain the Quantity of Salt made in the Iſland of Duccen Savagepoor, and in the Pergunnah of Selimabad, managed by Michael and Kaworke, in the Courſe of the Years 1773 and 1774, we direct, that you cauſe an Examination of the Moffuſſil immediately to be made, and likewiſe aſcertain by what Orders or Authority any clandeſtine Conveyances of Salt may have been made from either Place.

We forward to you encloſed, Copies of ſundry Accounts delivered in by Coja Kaworke, and of one preſented to us by Mr. Barwell, which you will pleaſe to compare with the Papers which Coja Michael the Partner, &c. may deliver to you, in the Hands of Coja Kaworke, and call upon the People concerned in the Receipts of the Money for their Evidence touching the Payments.

J. Clavering,
Richard Barwell.

Fort William, the 8th of April 1775.

At a Committee; PRESENT, — Saturday Evening, Rev. Dept.

Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell, and } Eſquires.
Philip Francis,

Read and approved the Proceedings of Yeſterday Evening.

Read Coja Kaworke's Anſwer, for himſelf and for Coja Michael, to Mr. Barwell's Charge of 1,25,500 Rupees, on Pretence of Engagements for providing Salt in the Farms of Sallamabad and Daccan Savaſhpoor. — Coja Kaworke's Anſwer to Mr. Barwell's Charge.

That Coja Gavorke, in the Name of his Agent Radachurn, in November One thouſand Seven hundred and Seventy-two, farmed of the Company's Agent for 5 Years certain, the Salt Pergunnahs called Daccan Savaſhpoor, on the Condition mentioned in the Company's Grant of ſaid Farm, under their Seal:

That on the Faith of that Grant, and that he ſhould peaceably enjoy the Benefits of ſaid Farm for Five Years, Coja Gavorke and his Partner Coja Michael, laid out on ſaid Farm, for improving thereof, Eighty thouſand Rupees, to the Month of February One thouſand Seven hundred and Seventy-four, and to which Time had exactly performed the Conditions of his Grant to the Company, and about which Time Mr. Barwell, then the Company's Chief at Dacca, without any Notice whatever given of his Intention, gave a written Authority to one Neloy Coſſonchy, who by virtue of that ſent his People, who immediately took Poſſeſſion of ſaid Farm, and every Thing thereon, and turned Coja Gavorke's People from ſaid Farm:

That Coja Gavorke immediately waited on Mr. Barwell, to know the Reaſons why he was turned out from ſaid Farm in the extraordinary Manner above mentioned? Mr. Barwell gave for Anſwer, That Netoy Coſſonchee had conſented to allow Mr. Barwell for himſelf, annually Sixty-five thouſand Rupees, inſtead of (as Mr. Barwell ſaid) annual Profits ariſing from the Surplus Salt to be made on ſaid Farm, which Surplus Salt Mr. Barwell told Coja Gavorke, that ſaid Netoy was under no Neceſſity of delivering on the Company's Account, might be applied to his own private Benefit; and that if Coja Gavorke would conſent to the ſaid Terms, Mr. Barwell told him he would give him, the ſaid Coja Gavorke, Re-poſſeſſion of ſaid Farm:

That to the above Propoſals, Coja Gavorke told Mr. Barwell he had expended Eighty thouſand Rupees to improve the Farm, and had advanced Sixty thouſand Rupees more to the Molungees, and to make Salt; that if Mr. Barwell would get him reimburſed the Two Sums, he would quit all Pretenſions of ſaid Farm, or otherwiſe he Gavorke would render Mr. Barwell, from Time to Time, faithful Accounts of all Surplus Salt made on ſaid Farm, and that Mr. Barwell might diſpoſe of ſuch Salt as he pleaſed: Mr. Barwell then agreed to accept the latter Part of theſe Propoſals, and in Confirmation of it, then gave Gavorke a written Order under the Company's Seal, ſigned with the Initial Letters of ſaid Mr. Barwell's Name, to repoſſeſs ſaid Farm; which original Order Coja Gavorke has to produce:

That the ſaid Gavorke did not with his free Will make the aforeſaid Propoſals, but only as he conceived them the beſt Terms he could offer, as he was well apprized that arbitrary and compulſive Means would be enforced by Mr. Barwell, moſt ſuitable to his Intereſt; and the ſaid Gavorke knew of no other Remedy:

That Two Days after receiving the aforeſaid Order from Mr. Barwell, he ſent for Coja Gavorke, when Mr. Barwell flew off from his aforeſaid Terms, and told ſaid Coja Gavorke, that the only Terms on which he ſhould re-poſſeſs his ſaid Farm muſt be, in lieu of Surplus Salt, to pay him annually Sixty-five thouſand Rupees; and at ſame Moment of Time Ram Rutton preſented Coja Gavorke with Two Bengal Papers, ready wrote in Bengal Characters, and which Ram Rutton ſaid had been prepared by the expreſs Order and Direction of Mr. Barwell, and which Papers Ram Rutton ſaid it was Mr. Barwell's

Barwell's positive Orders must be executed by Gorry Boss (the Vakeel of Coja Michael) and by Coja Michael and Coja Gavorke as Securities for the Performance of the Contents. Coja Gavorke told Mr. Barwell he would not sign the Papers; when Mr. Barwell became very angry, and told Gavorke to go out of his Presence; going, Ram Rutton followed, and told Gavorke, that if he did not consent (with Coja Michael) to sign the Papers, Mr. Barwell never would suffer Coja Gavorke to repossess his Farm:

That said Coja Gavorke went with Ram Rutton to Hurry Mullick's House, where was Coja Michael and Gorry Bose; that Coja Gavorke having consulted with his Partner Coja Michael, on the arbitrary Terms Mr. Barwell insisted on, and considering that from the great Disbursements they were in advance on said Farm, and foreseeing nothing but inevitable Ruin to themselves and Families, if they did not repossess said Farm, and hoping for future Justice against the violent and unjust Proceeding of said Mr. Barwell, the said Coja Gavorke and Coja Michael, with their Vakeel Gory Boss, did execute the said Bengal Papers, by which they understood they had agreed to allow Bissent Ray and Kissen Deb (Nominal Persons put therein by Mr. Barwell's Order, but for his own Account) to pay Sixty-five thousand Rupees annually in lieu of Surplus Salt to be made annually on said Farm:

That the very same Methods was pursued by Mr. Barwell to obtain from Coja Gavorke and Coja Michael an Agreement to allow Mr. Barwell Sixty thousand Five hundred Rupees annually, which he insisted on should be paid him in lieu of Surplus Salt made on the Lands called Sallamabad, farmed by Coja Michael and Coja Gavorke, from one Joynarrain Gossaul; and the very same Reasons and ruinous Consequences to themselves and Family, by not repossessing the said Farm (which was the only Terms on which Mr. Barwell would suffer them to repossess it) was the only Inducement they had (not being without Hope of Relief by future Justice) to consent to allow Mr. Barwell his Terms of Sixty thousand and Five hundred Rupees annually for Surplus Salt made on said Farm, though the said Coja Gavorke nor the said Coja Michael never executed any Writing to any Person to confirm the same. Thus Coja Gavorke and Coja Michael humbly hope they have fully answered the unjust Pretensions of Mr. Barwell debiting them the 1,25,500 Rupees:

That Coja Gavorke and Coja Michael beg Leave to observe, that the Credit which Mr. Barwell is pleased to give in his Account, presented to you the Fifth of this Month of April, One thousand Seven hundred and Seventy-five, exactly corresponds with the Account, N° 2, already delivered to you against Mr. Barwell; and further beg to remark, that Mr. Barwell in his Account notes, that the Four Sums, amounting together to Rupees Seventy-seven thousand Six hundred Twenty-seven, as paid him, are by no Means true; but made out in that artful Way to hide the Truth, which is, that for the Sum of R^s 77,627, the said Coja Michael only executed Four Bonds for the separate Sums mentioned in that Account, and which Four Bonds were, by the express Order of Mr. Barwell, made payable to a nominal Person by Mr. Barwell, named Porron Paul; and as a further Evidence that said Porron Paul is a Person (if he exists) totally unknown to either Coja Gavorke or Coja Michael, and solely set up and created by Mr. Barwell, it is true, that for the Two First of the Four said Sums (for which Four Bonds were given) the said Coja Michael and Coja Gavorke paid Mr. Barwell Cash, and received back those Two Bonds, which is now ready to be produced, and by the Indorsement will shew, (which is Mr. Joseph Cator's Hand Writing) that were given (though in the Name of a fictitious Person) on Mr. Barwell's Account, by being by Mr. Cator (Mr. Barwell's Book-keeper) entered in Mr. Barwell's Books, which could not be the Case had Mr. Barwell been truly paid his Money, and Coja Michael borrowed, as pretended, that Sum of a real Person called Porron Paul, who certainly would never have procured in his own Right the English Indorsements, that appear in Mr. Cator's Hand on the Two Bonds.

Another Observation Coja Gavorke and Coja Michael beg to make is, that Mr. Barwell, in his Account delivered to you the Fifth of April 1775, makes a pretended Balance in his Favour of R^s 27,073. 12. though he has more than Ten Days past instituted a Suit at Law in the Supreme Court against Coja Gavorke only; and it appears that Mr. Barwell has sworn that Coja Gavorke is indebted to him Forty odd thousand Rupees, for Money borrowed (as is sworn by Mr. Barwell) from his Banker Poorun Paul by Coja Gavorke, for the Use of Mr. Barwell, as the Copy of Mr. Barwell's Affidavit will shew:

That Coja Gavorke and Coja Michael humbly hope that they have fully and satisfactorily answered Mr. Barwell's pretended Account; and that this Honourable Board will please to afford Coja Gavorke and Coja Michael that Relief they have prayed for by their former Application.

Coja Kaworke is called in.

Coja Kaworke called in and questioned.

Quest. How came you to be in Possession of the Salt Farm of Selemabad?

Ans. Balram was the original Renter, under the Name of Ramhurry, who let it to Joinerain Gossaul, who again let it to my Gomastah, Sonaram Paul, for whom Coja Michael and I became Security.

Quest. Have you any Instrument to produce from Joinerain Gossaul, by which this Farm was conveyed to your Gomastah.

Ans. He granted my Gomastah a Pottah for it, which was taken by Mr. Barwell when I was dispossessed.

Translation

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Translation of Copy of an Agreement of Sunaram Paul with Joynerain Goſſaul, for the Delivery of Salt.

Cabouleat of Sunerain with Joynerain Goſſaul.

I Sunaram Paul agree to deliver to you, Joinerain Goſſaul, 1,20,000 Maunds of Salt, on the ſame Terms as that furniſhed to you by Bulram Brahmin from Seleemabad; viz. at the Rate of 72 Rupees per 100 Maunds, I paying all Charges, and allowing 82 Sicca Seer to the Maund. I will deliver this Salt agreeable to the public Regulations; and in caſe I am unable to fulfil my Engagements, I agree to pay 50 Rˢ on each 100 Maunds, by way of Penalty, for Non-performance; but on the contrary, ſhould I be enabled to furniſh a greater Quantity than is hereby ſtipulated, I am then to receive 25 Rupees extra upon every 100 Maunds. I will tranſact the Buſineſs agreeable to the Regulations, and agree to be reſponſible for any Breach of my Agreements.—I will alſo make up to you at the ſtated Prices for the Balances which Bulram may appear, on a Reference to his People, to have incurred with you in the Year 1179. And having taken on myſelf the Buſineſs of the Salt Mehal of Taubrooſſoor, I will Annually, on receiving the ſtipulated Payments, furniſh you with the Salt agreed on; you are not to diſplace me; but ſhould this notwithſtanding happen, you are to account with me for whatever Arrears may appear to be my due; and I am to enjoy whatever Profits, or ſuſtain whatever Loſſes, may happen in the Buſineſs, with which you have no Concern. I muſt now receive Three Fourths of the Payments in Advance, and the remaining One Fourth when the Company pay you. I have therefore given this Agreement, this 25th Day of Aughun, in the Bengal Year 1180.

Sunaram's Signature.

Security Bond given by Khaja Mowukul and Khaja Kutoor, Two Armenians, for Sunaram's due Performance of the above.

We Khaja Mowukul and Khaja Kutoor, agree to ſtand Securities for Sunaram's due Performance of his Engagements; which if he falls ſhort in, we are to be reſponſible.

Signature of the Two Armenians.

A true Tranſlation,

(Signed) Jonª Duncan,

Aſſᵗ to Supᵗ

Kª Records.

Queſt. Did you receive the Advances from Government, in virtue of that Pottah given to your Gomaſtah by Joinerain Goſſaul?

Anſ. The Advances were paid me through Joinarain, Firſt to Bulram, and by him to Joinarain.

Queſt. Did you receive the Whole of the Advances?

Anſ. I was paid my Advances according to my Agreement with Joinarain.

Queſt. By whoſe Authority was you put in Poſſeſſion of the Tuffals of Selimabad?

Anſ. I obtained Poſſeſſion by virtue of the Pottah granted by Joinarain.

Mr. Barwell—I requeſt this Queſtion may be ſent to the Gentlemen at Dacca, to be put to Joinarain.

Mr. Barwell's Motion.

Queſt. Whether the Conditions of the Pottah granted by Joinarain Goſſaul to your Gomaſtah, were the ſame with thoſe which were originally granted by the Committee of Circuit to Bulram; and if there was any Difference, ſhew in what it conſiſted?

Anſ. Joinarain told me, Bulram engaged to furniſh the Company with 1,70,000 Maunds, at 110 Rˢ per 100 Maunds, and was to provide 30,000 Maunds more for the joint Account; and I agreed to pay according to the Cabooleat juſt now produced.

Queſt. What do you mean by the joint Account?

Anſ. The Gentlemen at Dacca.

Queſt. What Gentlemen?

Anſ. Bulram and Joinarain know:—I don't know.

Queſt. You ſay this was for the Gentlemen. As Mr. Barwell was Chief of the Factory, did he accept of that Engagement or reject it?

Anſ. I don't know.

Queſt. Did not you give a different Engagement to Mr. Barwell, to pay him 65,500 Rupees for the Salt Farm of Selimabad Annually?

Anſ. No.

Queſt. You mention in your Petition, that you was compelled by Mr. Barwell to give him Four different Bonds for 77,627 Rupees, in the Name of One Poron Paul, on the Account of the unjuſt Profit which you ſay Mr. Barwell charged you with;—mention what Compulſion was uſed towards you?

Anſ. When Mr. Barwell was there, he put Peons over me;—in his Abſence, Mr. Hollond's Peons were over me.

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Quest. Was you at Dacca when the Kists became due, and the Bonds were executed?
Ans. I was not at Dacca when the Kists were paid;—I was there at the Time the Fourth Bond was executed.
Quest. Do you believe, that if the Sums which you say were extorted from you, in Deduction of the Advances, had been retained by you, and paid by you to the Molungees, you could have performed your Engagements to the Company?
Ans. I would have been able to have done more.
Quest. How came you to be dispossessed of your Farm?
Ans. When Bulram was, I was also dispossessed.
The Question repeated, being told the Answer given is not a direct one.
Ans. Upon Ramsunder Paulit's agreeing to pay a Profit of a Lack of Rupees.
Quest. Who is Ramsunder Paulit?
Ans. He was Mr. Hollond's Muttaseddie or Agent.
Quest. To whom was Ramsunder Paulit to pay a Lack of Rupees?
Ans. I don't know—I was in the Mossussil.
Quest. Do you mean that Ramsunder Paulit offered to give more for the Farm than you gave for it at that Period of Time?
Ans. Ramsunder Paulit agreed to pay agreeable to the Cabooleeat he produces.

Ordered it to be translated and here entered.

Translation of a Bengal Cabooleeat, addressed to Bussent Roy and Kishen Daib Saine.

I Ram Sunder Paulit hereby agree to under-farm the Company's Salt Mahal, in the Pergunnah of Seleemabad, from you Bussent Roy and Kishen Daib Saine, from the Beginning of the Year 1180 to the End of the Year 1183, or for a certain Term of 4 Years, and on the undermentioned Conditions: I will provide Annually 10,2,850 Maunds of Salt, of 82 Sicca Weight, for which I am to be paid at the Rate of 110 R^s per 100 Maunds, or altogether Rupees 1,13,135. I am to have the Management of the Business both at the Sudder and in the Mossussil. The Profit, if any, is to be mine. If a Loss ensues, or Balances are incurred, I only am to be liable; you have nothing to do either with the one or the other. I will pay you Annually 60,500 Rupees, receiving the Advances at the stated Periods from the Company; I will deliver the stipulated Quantity of Salt according to my Agreement, at Backergunge and Sootalaree, and account for it with the Gomastahs of the Company at the said Places. I am to pay you Annually a Profit of 60,500 R^s. This I have written by way of Kutkeenah-namah, that it may be produced should Occasion require.

Quest. Are you the Servant of Coja Michael, or the Principal, or an equal Partner with him, to answer the Engagements entered into for the Provision of the Salt of Duccan Savagepoor?
Ans. At first I had the sole Management, afterwards I gave Khaujee Michael a Share. I never was Khaujee Michael's Servant.
Quest. Are you a Man of any, and what Property?
Ans. I am now in Debt.
Quest. Had not Coja Michael engaged to be Security for the Provision of the Salt, would the Provision of the Salt have been given to you?
Ans. Yes, I would have been able to have obtained it without him.
Quest. When it was proposed to Coja Michael to be Security, to answer the Conditions of the Contract with the Company, was he not to account for a certain Amount to the Chief of Dacca for Profits arising from the Contract, and the surplus Profits to remain with him for his Trouble?
Ans. I did not agree to pay any Sum myself; I don't know what Coja Michael did.
Quest. Did Coja Michael do any thing in the Salt Business without your Assent?
Ans. At the Time he became Security, he never did any thing in the Salt Business without acquainting me, but after that he complied with the Oppressions of every Chief.
Quest. Did not Coja Michael and you account to the Chief of Dacca in the Year 1179-80 Bengal Stile, for certain Profits, and benefit yourselves from the Surplus?
Ans. None in the Manner I agreed to pay to Mr. Barwell.
Quest. In what Manner did you benefit yourself, and to what Extent?
Ans. Upon Selemabad I gained nothing, but it has been the Cause of my running in Debt: If you chuse, I will produce an Account of my Receipts and Disbursements on this Account; as to Duccan Savazpoor, if you chuse also, I will lay before you an Account of my Profit and Loss on it.
Quest. Did Gregory and Nittanaund offer to engage for the Payment of 70,000 Rupees to Mr. Barwell, if he would put under their Management the Provision of the Salt of Savagepoor?
Ans. I heard that he had offered 65,000 Rupees.

Mr.

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

Request to Mr. Barwell.

Mr. Barwell is requested to inform the Board, who were the real Lessees of the Farms of Savagepoor and Selemabad, before they became his, in 1774, and by what Deed or Instrument they were transferred from these Lessees to him?

Mr. Barwell—I will give an Answer in Writing.

Further Request to Mr. Barwell.

Mr. Barwell having said that the Two Salt Farms were appropriated as a Benefit to the Factory at Dacca, or to the Chief, for the Use of himself and the Factory, we desire, in the Name of the Honourable East India Company, that Mr. Barwell will be pleased to declare, whether, to his Knowledge, any Money was paid to the Gentlemen who were of the Committee of Circuit, on account of the above Farms, or whether those Gentlemen had any Share in those Farms?

Mr. Barwell—I will give an Answer.

Application to the Secretary to the Board of Trade.

Ordered, That the Secretary do write to the Secretary of the Board of Trade, acquainting him that if he cannot prepare the fair Consultations of his Board, in Time for the Perusal of this Board on Tuesday next, the Gentlemen desire he will send his broken Set of Proceedings here, and they shall be returned the same Day.

Agreed, That the following Letter be written to the Provincial Council of Revenue at Dacca.

Dacca wrote to.

To Mr. Charles William Boughton Rous, Chief, &c. Provincial Council of Revenue at Dacca.

Gentlemen,

If it will not be very disadvantageous to Joinarain Gossaul, we desire you will require him to come to Calcutta, to be examined in regard to a Petition presented to us by Bulram; but if he cannot come, the enclosed Question must be put to him, and you will transmit us his Answer.

We desire you will enquire who is the Person that holds the Salt Farms at Luckepoor, and whether it be on his own Account, or on Account of any English Gentleman: We direct you to apply to the Zemindar to obtain this Information, if you cannot otherwise ascertain it.

We are, &c.

Fort William, 8th April 1775.

J. Clavering,
Rich^d Barwell,
P. Francis.

Fort William, the 11th April 1775.

At a Committee; PRESENT,

Lieutenant General John Clavering,
The Honourable George Monson,
And Richard Barwell, Esquire.

Read and approved the Proceedings of the 8th Instant.

Mr. Barwell's Answer to the Questions proposed to him the last Meeting.

Mr. Barwell—I have promised the Board every Light touching my own Transactions while Chief of Dacca, in the Business now before the Board, and I will fully and unreservedly perform this Promise; but if, from the Question now put to me, it is expected I shall stand forth, either as the public Defender, or the public Accuser, of the Committee of Circuit for leasing the Salt Farms under the Name of Rada Churn Dey, to the Chief's Station; I cannot take upon me either Character, nor seize the Opportunity this gives me, which I easily might do, to vindicate the Committee.—My answering to some Questions, and my declining to answer others, would in fact be subjecting myself to answer any the most improper that might be put to me, be they ever so foreign to my own Transactions, and ever so speculative and opiniative of the Conduct of others; I will therefore confine every Matter of Information entirely to myself. It is my Conduct, and the Rights I deemed mine, that at present are under the Board's Cognizance; and I deem this wholly distinct, and wholly unconnected with Matter preceding my Time. I have said already, That to my Station of Chief of Dacca, the Salt Farms, under the Name of Rada Churn Dey, are annexed. The Salt provided in the Districts of Dacca has, ever since the Year 1762, been a Source of Benefit to the Chief's Station. A Committee's Pottah has doubtless been granted to Rada Churn Dey, though at present I cannot find it among any Papers of mine. I understood from my Predecessor Mr. Grueber, that the Salt Farm was under the immediate Management and Direction of the Chief; that Benefits were derived to his Station from them; and that the Conduct and Care of the Manufacture of this Article he had entrusted to Bulram Barragee, Coja Michael, and Joinarain Gossaul; that these People had accounted with him the last Year, and if it was agreeable to me, would continue to do so for the present. It appears from the different Answers made by Kaworke, that those who managed the Manufacture of the Salt, though Security for the Performance of the Engagement to the Company, must have been bound by private Engagements to the then Chief; but as those do not relate to myself, I only mention them here as a Proof, that the Concern did not commence with me. The Board desire to be informed who were the real Lessees of the Farms of Savagepoor and Selimabad: I reply to this, the Chief of Dacca, in the Names of Radachurn Dey and Ramhurry. I have before remarked, that I did not, on my First Arrival at Dacca, engage in the

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the Salt Farms: I had an Objection to the Mode in which the Profits had derived, and was determined to countenance no illicit Practice, which, while it in Appearance seemed to consider my private Interests, could only have been a Cloak to extensive Abuses. The intermediate Time between my Arrival at Dacca to the Period of the Engagements I demanded, was to form some Computation of the just Profits that might be made from this Trade, if the Provision of it was well managed; but this was repugnant to the People who were then concerned in the Provision of the Salt, and they pleaded the Injustice of a Removal, when they were willing to act in the Manner they had done formerly. They likewise urged, with a View, I suppose, to deter me from prosecuting the Plan I had laid down, that they had a Right in the Contract; that they were Securities; that the Farmer was a nominal one; and the Responsibility in Fact rested upon them. My Reply was short:—The contrary to this is notoriously known; your Responsibility is instantly annulled, when a Person of greater Responsibility stands forth to relieve you, and to assent, and to shew to the Public, from your accounting to his Predecessor, that you were no more than Agents; besides, you have acted in the Discharge of your Trust in a Manner, which, if I was to investigate, must deprive you of it; but my View is not Retrospection, it is Amendment for the future; however, it is in your Option, as I do not chuse to look back, still to conduct the Business: I have had such Offers made to me [specifying the Sums] if you will give [mentioning a Sum which was equal, within Ten thousand Rupees] the Management may rest with you; if you do not, I will appoint other Agents, and answer to the Council of Calcutta; the Choice therefore is with you: But as you have made a Plea of your Name being written as the Security, giving you an independent Right of these Farms of the Chief of Dacca, you render it a necessary Condition of any Engagement I enter into with you, that you shall previously assign over this pretended Right of your's to Two of my Dependents, Bussuntroy and Kissen Deb.

Bulram Barrajee's Engagement, transferring any Rights to which he pretended to Bussentroy and Kessen Deb.

I Bulram Barrajee farmed from the Company, in the Name of Ramhurry (myself being Security) the Salt Mhals belonging to the Company in that Pergunnah of Selemabad, Buzzungamudpoor, Churulleah, Muddahdeah and Tupplh Hevely, dependant on Seepoor, for the Term of 5 Years, from the Commencement of the Year 1179 to the Close of the Year 1183; under the following Stipulations: That I shall deliver Yearly 1,70,000 M^{ds} of Salt, of 82 S^{as} to the Seer, for which I shall receive 110 R^s per 100 M^{ds}, the Whole amounting to Rupees 1,87,000. I have rented out the Farm to Bussintroy and Kissendeb, for 4 Years, from the Beginning of the Year 1180 to the Expiration of the Year 1183: That they, having received the Yearly Advances from the Sircar, shall deliver the Quantities of Salt agreeable to my Obligation with the Sircar, and shall be wholly responsible to the Sudder; and I will have no Concern therein: And they shall be accountable for all Balances, Profit and Loss, &c. And after having represented to the Gentlemen of the Huzoor, that they have farmed the aforesaid Mhals, they will carry on the Business entire thereof, I hereby declare myself exempted from all Risk, &c. This is my Agreement, 25th Faugun 1180.

(Signed) Bulram Barajee.

Witnesses,
Ramrutton Surmah,
Joynarrain Surmah.

Coja Michael's Engagement with Bussuntroy and Kissendeb, transferring Ducansavagepoor.

I Coja Michael, having farmed from the Sircar, in the Name of Radachurn Dey (myself being Security) the Salt Mhal of the Pergunnah Duckensavagepoor, for the Term of 5 Years, to commence in the Year 1179, to expire the Close of the Year 1183, Bengal Stile, under the following Stipulations: That I will deliver Yearly 50,000 M^{ds} of Salt, of 82 S^s to the Seer, and I shall receive for the said Salt 80 A R^s per 100 M^{ds}, the Whole amounting to 40,000 A^t Rupees. I have therefore farmed out this Farm to Bussintroy and Kissendeb, for the Space of 4 Years, from the Beginning of the Year 1180 to the End of the Year 1183: That they, having Yearly received the Advances from the Sircar, shall deliver the Salt agreeably to my Obligation with the Sircar, and shall be wholly responsible to the Sudder, and I have nothing to do therein; and you shall have the Profit and Loss, &c. in your own Hands; and after you have represented to the Gentlemen of the Huzoor that you farm the above-mentioned Mhal, and you are to carry on the entire Business thereof. And I hereby declare myself to be free from all Risks, &c.

This is the Agreement I have entered into, 1st Choyt.

(Signed) Coja Michael.

Witness,
Ramrutton Surmah,
Joynarrain Surmah.

Coja Kaworke called in and questioned.

Kaworke being called in, is asked,

Quest. Do you know what Proportions, in the Profits of the Salt Farms which were let by the Committee of Circuit to Ram Hurry, Radachurn Dey, and Joinarrain Gossaul, were to be given to the Gentlemen who were upon the Circuit?

Ans. No.

Quest.

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Queſt. What do you mean by anſwering in the Negative? Do you know of no Agreement; or did they receive no Proportions of the Profits?

Anſ. I don't know. There perhaps may have been ſomething received by them in Durbar Kheerch.

The Queſtion being repeated.

Anſ. I only received the Firſt Year Sixty Rupees in Advance. I don't know how the other Twenty was diſpoſed of.

Queſt. Did you make any Demand for the whole Advance?

Anſ. I did.

Queſt. What Anſwer was given you for not paying the whole Advance?

Anſ. I was told that the 20 Rupees per 100 Maunds, was to be applied to pay the Charges of the Committee.

Queſt. Did not you, or Coja Michael, come to me, and repreſent that there was more than Seventy thouſand Rupees to be made by the Mhal of Selimabad? and did not you urge this Information, as giving you a Merit with me, and as entitling you to a Preference to any other Bidder?

Anſ. I never made ſuch a Repreſentation to him: Mr. Barwell knows beſt whether Coja Michael ever did.

Queſt. Did not you further repreſent, that the Information you had given me of the Profit ariſing from the Salt Mhals, had rendered all the Muttuſuddies your Enemies, and therefore that I ſhould give you a Preference?

Anſ. I took theſe Mhals from the Company for the Term of 5 Years; and therefore why ſhould I repreſent ſuch a Thing to Mr. Barwell?

Queſt. Had you not a Preference given to your Propoſals, which if I had rejected, and accepted others, would have yielded me 10,000 Rupees more?

Anſ. What Propoſals had I to make to Mr. Barwell?

Queſt. Did neither Coja Michael or you ever make any Propoſals to Mr. Barwell for making the Salt of Duccin Savagepoor and Selimabad?

Anſ. I don't know what Offers Coja Michael might have made to him; I never made any Application to him myſelf, excepting for the Daadenee.

Queſt. Did you not, about January 1774, when Mr. Barwell was in Calcutta, deſire Ram Rutton Tagore to do all in his Power to induce Mr. Barwell to enter into Engagements with Coja Michael and you, for the Profits to be derived in manufacturing the Savagepoor Salt?

Anſ. I deſire Time to conſider this;—I ſaid ſo many Things to Ramrutton, I can't recollect.

Queſt. Was not Coja Michael's and your entering into Engagements to pay Mr. Barwell 65,000 Rupees, for providing the Salt of Savagepoor, a Condition of your having the Proviſion of the Salt of Selimabad, on paying 60,500 for Selimabad?

Anſ. By what Inſtrument did I enter into ſuch an Agreement with Mr. Barwell? or if I did ſo, why did he diſpoſſeſs me?

Queſt. Had you delivered to the Company all the Salt made at Selimabad and Savagepoor, muſt not the Company have paid for ſuch Salt, agreeably to the Articles of their Contract?

Anſ. I ſold the ſurplus Salt by Mr. Barwell's Orders.

On the Queſtion being repeated to him;

Anſ. By my Engagements with the Company, it ought to have been ſo; but Mr. Barwell ordered me to ſell whatever ſurplus Salt I provided.

Queſt. In this Caſe, could not Mr. Barwell have ſtopt the Money, and ſet it off in Account with Michael and you, for the Engagements you had entered into with him?

Anſ. According to the Conditions of the Company's Pottah, he ſhould not have done it, but notwithſtanding he did.

Queſt. Have you the Perſian Paper that you produced the other Day?

Anſ. No.

Queſt. Have you a Copy of it?

Anſ. Yes.—(and produced a Copy.)

Agreed, that the following Letter be written to the Provincial Council of Dacca. Letter to Dacca.

To Mr. C. W. B. Rous, Chief, &c. Provincial Council of Revenue at Dacca.

Gentlemen,

We deſire you will inform Mr. Grueber, that Coja Kaworke, on his Examination at this Board, has declared, that 20 Rs per 100 Maunds, were deducted from his Advances in the Firſt Year of his Salt Contract, amounting to 12,000 Rupees, which he ſays he was told was given to defray the Charges of the Committee.

He has likewiſe further declared, that he made an Allowance to Mr. Grueber of 10,000 Maunds of ſurplus Salt, for which the Company, according to his Pottah, would have paid him 25 per Cent.; and in that Caſe, they would have received all the Profits accruing from the Sale.

You

You will please to call upon Mr. Grueber for his Answer to the above Representations, and transmit it to us without Delay.

J. Clavering,
Richd Barwell,
P. Francis.

EXTRACT of the Separate Proceedings of the Committee of Revenue, at Fort William in Bengal, the 14th April 1775.

Read and approved the Proceedings of the 11th Instant.

Coja Kaworke called in and questioned.

Coja Kaworke is called in and questioned.

Quest. Did not Mr. Barwell repeatedly warn you, that if you failed in the Company's Contract, or Engagements to him, he would no longer trust you with the Provision of Salt, but give the Management to others who would fulfil all Engagements?

Ans. He told Coja Michael, that if he did not pay the Amount of the Bonds remaining due, within a Week's Time, that he would take the Farm from him.

Quest. As soon as Mr. Barwell imagined you had deceived him, did he not send down Mucundram an Aumeen to Selimabad, to procure Accounts of all the Salt manufactured at Selimabad, and to seize and carry to the Company's Golahs all the Salt he might find in your private Golahs, or at the Toffals?

Ans. He sent an Aumeen to ascertain whether the Quantity I represented to be in the Golahs was really there or not.

The Question is repeated, this not being a full Answer.

Ans. The above was the only Reason of the Aumeen's being deputed.

Quest. What Quantity of Selimabad Salt was you to have delivered into the Company's Golahs, by your Engagement with Joinarain Gossaul?

Ans. 121,000 Maunds, as by my Cabooleat.

An ACCOUNT of Salt of Selimabad Pergunnah.

To Salt in the Company's Golah, under the Care of Mr. Wood, at Janagur and Soolatantary — Maunds	84,600 — —			Maunds.
		By Salt agreed on	—	121,000 — —
		By surplus Salt —	—	8,281 10 —
To outstanding Salt, due from the Molungees at said Pergunnah — —	44,681 10 —			
Maunds	129,281 10 —		Maunds	129,281 10 —

Dr Joynarrain Gossaul, in Account with Coja Michael and Coja Gavorke. Cr

To Amount of 121,000 Maunds of Salt of the Selimabad Pergunnah, which it was farmed from you for Four Years certain, in the Name of our Agent or Gomastah Sonaram Paul, to whom we are Securities; and for which the said Sonaram Paul (on our Behalf) entered into a certain Agreement with you, which Agreement is in your Possession; and at the same Time you gave a Pottah for said Farm (which Pottah is taken by Mr. Barwell from us) at 72/8. per 100 Maunds, makes Md s. Rupees	87,725 — —	By Cash received from you —		62,793 8 —
		By Do from Mr. Barwell, as for Rs —	22,057 12 —	
		Deduct from Do, which was deducted from the above Sum by said Mr. Barwell —	10,799 4 —	
				11,258 8 —
To 8,281. 10. of surplus Salt, at 135 Rupees per 100 Maunds	11,179 12 —			74,052 — —
		Balance due —		24,852 12 —
As Rs	98,904 12 —	As Rs		98,904 12 —

Quest. What Quantity of Salt did you make in the Pergunnah of Selimabad last Year, i. e. 1180?

Ans. About Ninety-five thousand Maunds.

Quest.

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Quest. Have you delivered it all to the Company?

Ans. All, excepting Eleven or Twelve thousand Maunds, which I sold to the Pykars to pay my own Expences, and to discharge Mr. Barwell's Bond, and my Debts to Merchants.

Quest. Have you any Paper to produce of the Quantity of Salt received by the Agent? and was it weighed or measured into the Golahs?

Ans. When the Merchants who had purchased the Salt at the Sales applied for it, it was weighed off in Presence either of Mr. Wood, or of some of his People; and a Receipt was afterwards given me for it.

Quest. What Quantity of Salt did you deliver from Duccin Savagepore, made in the First Year of the Contract 1179; and where are your Receipts for it?

Ans. I gave 45,000 Maunds to the Purchasers on account the Company; 10,000 Maunds to the joint Account; I sold Ten thousand Maunds more, and gave the Profit of it to Mr. Barwell.

Quest. You say you paid Mr. Barwell the Profit of 10,000 Maunds of Salt, Rupees 9,000; when did you pay it, and to whom?

Ans. I paid it on the 30th Day of December, by Gudadur Podar and Luckun Podar, my Bankers, into the Hands of One of Ramrutten's Podars authorized to receive it, whose Name I do not recollect; but can tell by looking into my Account.

Quest. Did you desire Ramrutten to solicit his Master Mr. Barwell to give you the Provision of the Duccin Savagepoor and Selimabad Salt; and tell him that it should be as advantageous to his Master as any Body else could make it?

Ans. I never had any such Conversation with Ramrutten.

Kaworke desires to make an Addition to this Answer, that if the Company's Pottah, granting him the Farms for Five Years, was not sufficiently binding, what would signify Words? Kaworke's Request.

Quest. You mention in your Account that Mr. Barwell had taken a Bond from you for 8,000 Rupees, dated 25th January 1774, which Bond has been since paid; have you that Bond in your Possession?

Ans. No. It is at Dacca.

Quest. In whose Possession?

Ans. Coja Michael has it.

Quest. In whose Name is the Bond?

Ans. I do not remember; however, if Ramrutten desires the Receipt of the Money, I will prove the Payment of it.

Quest. How came you to owe Mr. Barwell 8,000 Rupees, and so early in that Gentleman's Government as the 25th January, and before you had the Transaction with him relating to your retaking the Farm?

Ans. This Sum was in Part of the Amount of the Profits on the 10,000 M^ds of the Salt of the Year 1179; the Balance was paid in Cash.

Quest. At what Time was Mr. Barwell's Jemautdar and Peons put over you?

Ans. From the 25th Sawun (7th August last) to the 10th of Aussin (23d September.)

Quest. Under what Pretence did they extort the 283 Rupees?

Ans. It was given them to prevent their exercising Severities.

Quest. You mention 928 R^s extorted by Mr. Purling's Peons; what had Mr. Purling to do with you?

Ans. He put Peons over me, on Account of the Two Bonds in the Name of Prawn Paul.

Quest. On what Account did you pay Joinarain, Banian to Mr. Shakespear, 2,000 Rupees?

Ans. To procure me the Arzamenee (or under Security) of Duccin Savagepoor, 7 Annas; which was taken from me Three Months afterwards. I gave Mr. Barwell 8,500 Rupees on the same Account.

Quest. To whom did you pay the Money you say you have given on Mr. Barwell's Account?

Ans. I paid it at Two different Times, by Godader Podar and Luckun Podar, into the Hands of Ramrutten and One of his Podars, whose Name I don't recollect; One Payment being 5,000 Rupees, the other 3,000 Rupees.

Quest. Was there any Note or Bond passed for that 5,000 Rupees; if not, had you any Receipt for it?

Ans. I gave a Writing, stipulating that I should hold the Mhal for Four Years, upon paying the Sum of 10,000 Rupees, which Writing was to become void upon Payment of the Money, whether it was returned to me or not.

Quest. You likewise mention 1,500 Rupees paid to Mr. Barwell; through whom, and in what Manner was that paid?

Ans. It was paid by Gudader to One of Ramrutten's Podars, in the Month of March, whose Name I don't recollect at present, but can tell on looking into my Accounts.

Quest. Have you a Receipt for the Money?

Ans. It is not the Custom for Gentlemen to give Receipts on such Occasions.

Quest. You say you have not delivered to the Company above 80 or 82,000 Maunds of Salt; are you sure you have delivered so much Selimabad Salt?

Ans. Yes, I'll be bound I have.

Quest. You was to deliver by the Cabooleat to Joinarrain 1,20,000 Maunds, and if you fell short of this Quantity, you was to pay 50 Rupees on each One hundred Maunds?

Ans.

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Anſ. Yes, I agreed to it.

Queſt. Have you paid 20,000 Rupees, which is the Difference on this Agreement for ſhort Delivery?

Anſ. The Pykars entered into the ſame Engagements with me, that I had done with Joinarain; and if Joinarain took the Mhal from me before the Expiration of the 4 Years, he was to be anſwerable for whatever Balances ſhould ariſe.

Queſt. Is not the Difference of Price, between what he engaged to furniſh the Selimabad Salt at, and the Price allowed by the Company upon 82,000 Maunds, 32,000 Rupees? do your Engagements with Joinarain bind you to account for this Sum?

Anſ. The Company allow 110 Rupees per 100 Maunds, and I engaged to furniſh it at 72 Rupees; but as the Mhal was taken from me I am not anſwerable.

Queſt. Did you and Michael repeatedly offer to Mr. Barwell a Transfer of the Chowlie, or Fourth Part of the Advances, in Liquidation of your private Engagements of 1,25,500 Rupees to him?

Anſ. No. Mr. Barwell told me to give a Receipt to the Company for the Chowlie, or Fourth Part of the Advances, that he might carry the Amount to my Account; but I neither received the Chowlie, amounting to 38,200 and odd Rupees, nor gave a Receipt for it.

Queſt. In whoſe Preſence did Mr. Barwell ſay this?

Anſ. In Coja Michael's, and either Hurry Baboo's or Ramrutten's; I don't exactly recollect which.

Fort William, the 18th April 1775.

Reve Dept, Tueſday Evening.

At a Committee; PRESENT,

Lieutenant General John Clavering,
Richard Barwell, and } Eſquires.
Philip Francis.

Read and approved the Proceedings of the 14th Inſtant.

Coja Kaworke called in and queſtioned.

Coja Kaworke being called in, is queſtioned.

Queſt. Did not Mr. Barwell repeatedly refuſe your Transfers, informing you no Monies could be advanced, account of the Chowtie, until the Deliveries of the Salt were completed; for that the Company retained the Chowtie to be reimburſed the Deficiencies, if any, in the Deliveries of Salt?

Anſ. By the Conditions of the Pottah, I ſhould receive the Chowtie upon compleating my Deliveries to the Company. Mr. Barwell told me repeatedly to give a Receipt for the Chowtie, and that he would carry the Amount of it to my Account as Part Payment of Praun Paul's Bond.

Queſt. Upon Coja Michael's Repreſentation, that the Payment of the 1,25,500 Rupees, agreeably to the Kiſtbundee, might be inconvenient, did not Mr. Barwell, to remove any Inconvenience, propoſe your taking up what Sums might be wanted on Loan from Prawn Paul, at 1 per Cent. per Menſem, to be repaid when it might ſuit your Convenience?

Anſ. He never propoſed any ſuch Thing to me. I don't know what he might have done to Coja Michael. We were compelled by Neceſſity to agree to the Payment of 1,25,500 Rupees. Mr. Barwell had then the Management of the Company's Affairs at Dacca.

Queſt. Did not you give a Derkaſt (Propoſal) to Mr. Barwell for the Farm of Selimabad?

Anſ. No.

Queſt. From whom did you hold the Farm of Selimabad?

Anſ. I took it from Joinarain.

Orders to Coja Kaworke.

Ordered, That the Secretary do inform Coja Kaworke, that as the Board do not propoſe to interrogate him any further, and Mr. Barwell has propoſed ſome Queſtions in the Courſe of the Proceedings to him, if there is any particular Information which he thinks may be neceſſary for the Knowledge of the Board, That he is permitted to point it out to the Secretary, and the Board will put the proper Queſtions to Mr. Barwell.

Examination of Buſſuntroy.

Buſſuntroy being called in, is queſtioned.

Queſt. In what Capacity did you go to Dacca, and at what Time?

Anſ. I went to Dacca in the Month of Bhadoon (Auguſt)—I went to ſeek Employment.

Queſt. Have you, during the Time you have been at Dacca, had any Concern in the Salt Farms of Selimabad and Duccin Savagepoor?

Anſ. No.

Queſt. What Connection had you with Mr. Barwell?

Anſ. I went there to requeſt his Aſſiſtance to obtain me ſome Employment, as I was acquainted with him.

Queſt.

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

Queſt. What Employment had you at Dacca?

Anſ. None.

Queſt. Did you know of any Engagements written by Coja Michael and Kaworke in your and Kiſſendeb's Name, for the Salt Farms of Duccin Savagepore and Selimabad?

Anſ. Upon my Arrival at Dacca, Mr. Barwell told me that he had put the Salt Farm down in mine and another's Name, whoſe Name I do not recollect. I anſwered that it was very well, I ſhould have nothing to do with the Profit or Loſs.

Queſt. Did you ever hear, or have you any Reaſon to believe, that the Contracts executed by Coja Michael and Kaworke, in your Name, were extorted by any compulſive Means? or whether you have Reaſon to think, from what you have heard, that they were voluntarily given?

Anſ. I heard nothing further, than that thoſe People had entered into Engagements with Mr. Barwell.

Queſt. Have you not heard it frequently ſpoken of, and was it not notorious, that the Salt Farms of Dacca were in other Names, for the Benefit of the Chiefs?

Anſ. Yes.

Queſt. From the Time that the Engliſh entered into the Salt Trade (1762) did not the Benefits ariſing from the Salt made in the Dacca Diſtricts, center with the Factory of Dacca?

Anſ. I don't remember from what Year, but I have always heard that the Salt Farms at Dacca were in other Names, for the Benefit of the Engliſh Gentlemen.

Queſt. Was the Salt Trade in other Parts of Bengal likewiſe appropriated to the Engliſh Gentlemen?

Anſ. Yes, in the ſame Manner.

Queſt. Have they enjoyed it to this preſent Time?

Anſ. I don't know whether they enjoy it to this Day; but I know that Farms have been taken under the Names of Bengallees, and the Profits enjoyed by Engliſh Gentlemen.

Queſt. Have the Profits of the Idgelee Farms been enjoyed by Engliſh Gentlemen in the ſame Manner as at Dacca and at other Places?

Anſ. No. On the Idgelee Farm the Profit is made upon Contracts.

Queſt. Did you ever hear from Coja Michael or Coja Kaworke, any Complaint of their having engaged with Mr. Barwell to pay larger Profits than the Mahl would afford?

Anſ. No.

Queſt. Did you ever hear, or did you know, whilſt you was at Dacca, of Mr. Barwell's ever ſpeaking to the Armenians in private?

Anſ. No.

Queſt. Did you ever hear of Mr. Barwell giving any Orders to the Armenians to run Salt?

Anſ. No.

Queſt. Did you ever hear, in Converſation with any of Mr. Barwell's People, that he had declined taking any Salt; and ſaid that all muſt be delivered to the Company?

Anſ. No.

Queſt. Did you ever hear that any Offers of Salt were made to Mr. Barwell, and that he refuſed it, ſaying all the Salt muſt be delivered to the Company?

Anſ. I heard ſo from Mr. Barwell's People.

Queſt. Do you know whether Mr. Barwell had the ſmalleſt Quantity of Salt belonging to him at Dacca; and whether he bought or ſold any Salt when there?

Anſ. I don't know.

Queſt. During the Time Mr. Barwell was there, do you know that he either received or ſold the leaſt Quantity of Salt?

Anſ. I neither know or ever heard that he did.

Queſt. When the Salt was to be delivered to the Company, on Mr. Barwell's laſt Arrival at Dacca, ſuſpecting the Selimabad Contractors of being ſhort in their Deliveries, and having embezzled the Salt, did not Mr. Barwell immediately ſend down an Aumeen on Behalf of the Company, to enquire into the Salt Buſineſs, to get Accounts of the Quantities that were made, and to ſtop all the Salt in the private Golahs of Bulram and Kaworke to be carried to the Company's Account?

Anſ. Yes. In the Month of Aſſin he deputed an Aumeen.

Queſt. Would ſuch Enquiry be poſſibly for Mr. Barwell's Intereſt, if he was to benefit by ſtolen Salt?

Anſ. No. It was for the Intereſt of the Company.

Queſt. Had Coja Kaworke and Coja Michael delivered the Quantity of Salt that they made, would not Mr. Barwell have had it in his Power to have received the Price of it from the Company, and ſet it off in Account with them for the Profits they engaged to give him?

Anſ. I can't pretend to ſay.

Queſt. If a public Officer of the Government has a Demand upon a private Perſon who is to receive a Sum of Money from the Government, and the Payment is to be made by that

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that Officer to whom the private Man owes a Debt; is it not easy for the Person to take that Opportunity of paying himself?

Ans. He may stop it, but cannot apply it to pay off a Debt of his own without a Receipt from the Person by whom that Debt is due.

Quest. As you seem to know so much regarding the Dacca Salt Farms, how many of the Salt Farms were appropriated to the Benefit of the Chief?

Ans. I only heard that the Salt Farms in general were appropriated to the Chief.

Quest. How many Salt Farms are there?

Ans. Selimabad, including Buzurgomedpoor, Seebpoor, Bheruleah, Nuddee, Diah, Duccin Savagepoor, and Sundeep.

Quest. Do you know who were the Farmers of all these Mahls from the Committee of Circuit?

Ans. I don't know.

A. Montgomerie,
Ex^r.

J. Clavering,
Rich^d Barwell,
P. Francis.

EXTRACT of the Separate Proceedings of the Committee of Revenue at Fort William, in Bengal, the 19th April 1775.

Mr. Barwell's Observation regarding Duccin Savagepoor.

Mr. Barwell observes to the Board, that there are some Circumstances relating to the Succession to the Seven Annaes Division of the Zemindarry of Duccin Savagepoor, which he supposes the Board will deem of such a Nature as to require the particular Interposition of this Government. He therefore recommends, that the Board do protract issuing the Sunnuds, and affording an Opportunity to the Family of the Claimant to lay before them such Matter as he deems of Consequence. Mr. Barwell mentions this Circumstance, from an Application having been made to him by the Family of Coja Kodabox.

Resolution in consequence.

Resolved, That it be protracted, and that the Secretary do call upon these People to bring forward such Information as they have to give the Board.

EXTRACT of Bengal Revenue Consultations, the 28th April 1775.

The Committee appointed the 31st ultimo, for the Purpose of examining into the Complaints of Coja Keworke against Mr. Barwell, now deliver in the following Report.

Fort William, 28th April 1775. Revenue Department.

The Committee having now finished their Inquiries into those Parts of the Petition of Coja Keworke, in which they conceived the Interest of the Company might be concerned;

Agreed 1. That the Salt Farm of Duccan Savagepoor was taken in 1772, of the Committee of Circuit, by Radichurn Day, in Behalf of his Two Securities, Coja Keworke and Coja Michael, at a Rate considerably under its real Value.

2. That the Farm was collusively under-let, in order to procure a considerable Emolument to the Chief and Factory of Dacca.

3. That Radichurn Day, the supposed Gomastah of Keworke and Michael, is either a fictitious Name, or, if such a Person does exist, he had no real Concern or Interest whatsoever in the Farm.

4. That Mr. Grueber, then Chief of Dacca, did make the Advances of Money to the Two Securities as the actual Farmers; but not the Whole as is usual, having reserved a Fourth Part for the Use of the Committee of Circuit, as Durbar Croutch.

5. That by the Terms of their public Agreement, the Two Securities were to furnish 50,000 Maunds of Salt to the Company, for which they were to be paid 80 Sicca Rupees per Hundred Maunds: That if they furnished more, they were to be paid a Premium of 25 Rupees for every Hundred Maunds of such surplus Salt: That if they furnished less, they were to pay the Company 50 Rupees for every Hundred Maunds they were deficient.

6. That by a separate and private Agreement they were to furnish to the Chief and Factory of Dacca 10,000 Maunds of Salt, for which they were to receive the Company's Price.

7. That in the Year 1773, they did actually furnish such 10,000 Maunds to the then Chief and Factory, which Salt not having paid the Company's Duty, a Profit accrued to those Gentlemen of about Twelve thousand Rupees, to the Prejudice of the Company.

8. It appears by the Evidence of Coja Keworke, that Mr. Barwell, on his Arrival at Dacca, in August 1773, demanded of him 9,000 Rupees as his Share of the Profits; but as this Assertion is denied by Mr. Barwell, the Committee do not insist upon the Truth of it.

9. That in the Month of February 1774, Mr. Barwell dispossessed Coja Keworke and Coja Michael of the Farm, and gave it to Two other Men.

10. It does not appear that any other Reason was assigned for dispossessing Coja Keworke, but the Claim Mr. Barwell sets up to his Right to the Farm, and to dispose of it as he thinks proper.

 11. It

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

11. It does not appear by any Deed of Conveyance or other Instrument produced to the Committee, that there was any Assignment or Transfer, made either by the original Nominee, or the Two Securities, of their Property in the Farm to Mr. Barwell.

12. The Committee are of Opinion that no such Assignment or Transfer from the Nominee to Mr. Barwell could be valid, without the Consent of the Two Securities, who in that Case must have been allowed to relinquish their Engagements with the Company; since it would be a manifest Injustice to oblige them to answer for the Performance of stipulated Engagements in Behalf of any Person, to whom the original Nominee might think fit to transfer his Right, and for whom they had not agreed to become Security.

13. It appears that very shortly after Mr. Barwell had dispossessed Coja Keworke and Coja Michael of their Farm, and had given it to Bussunt Roy and Kissen Deb, he restored it again to the former, on Conditions very disadvantageous to them, and different from those on which they first held it.

14. It appears that by the new Arrangement made by Mr. Barwell, Coja Keworke and Coja Michael were permitted to take, in the Name of their Gomastah Sonaram Paul, another Salt Farm called Selimabad, from Joynarain Gosaul the original Farmer, for the Term of Four Years; and that instead of paying Mr. Barwell in Salt, as the former Chief had been paid, they were now to pay him the following Sums, as an Emolument of his Station, viz. Sixty-five thousand Rupees for Duccan Savagepoor, and Sixty thousand Five hundred Rupees for Selimabad, in all One Lack Twenty-five thousand Five hundred Rupees.

15. It appears by an Account delivered in to the Committee by Mr. Barwell, that he actually received Ninety-eight thousand Four hundred and Twenty-six Rupees 4 Annas, in Part of that Sum: And the Committee understand that he has commenced a Prosecution against Coja Keworke for the Balance.

16. Lastly. It is represented to the Committee by the Petitioner, that Mr. Barwell, a short Time before his Departure from Dacca in October last, dispossessed him of both the Salt Farms abovementioned, and has let them to another Person; which last Act of Mr. Barwell's appears to be the immediate Occasion of Coja Keworke's laying his Case before the Board.

The Committee, in the Course of this tedious and perplexed Inquiry, have made it their principal Object to collect and state such Facts as might enable the Board to determine who were the real Farmers of the Two Farms in question, and how far the Company's Interest might be affected by the several Transactions now brought to Light. The Committee have not entered into the other Allegations advanced by Coja Keworke, of various other Sums said to be extorted, or fradulently detained from him by the Two Chiefs of Dacca, Mr. Grueber and Mr. Barwell, or by Mr. Barwell's Banyan, Ram Rutton, or by Mr. Purling and Joinarain Gosaul, or by Mr. Barwell's Jemetdars and Peons, under whose Custody he was confined. The Committee confess themselves unequal to the laborious Task of examining and verifying these Charges, and must leave it to Mr. Barwell to take such Steps as he thinks proper to disprove the Truth of them; at the same Time, they cannot but observe, that if such Exertions have taken place, to the Ruin or Distress of the Farmers, they will be thereby furnished with a Plea for not making good their Engagements with the Company. Before any Resolution shall be taken by the Board on the Facts stated in the preceding Report, the Committee desire, that the Opinion of every Member of the Board may be required on the following Orders of the Court of Directors, contained in their Letter referred to in the Margin, and on the Clause of the late Act of Parliament relative to Europeans concerned in the Inland Trade in Salt.

Par. 18, 19. "We have on a former Occasion, in our Letter of the 13th March 1761, "Par. 57, permitted our Servants to bid at the public Sale of the Calcutta Lands; but we "could not conceive such an Indulgence could ever be construed to admit Servants employed in "the Collection of the Revenues of a Province, to select out the most profitable Lands for themselves; for such is the Light in which this Transaction appears to us, and it is one more striking "Proof of the general Corruption with which all Ranks were tainted, and of the ill Use which has "been made of every Indulgence. We direct a strict Scrutiny into this Affair, and if it proves "true, that you will make a proper Example of the Offenders, by dismissing them our Service. "This Transaction convinces us of the Necessity of shutting the Door to Abuses; and we therefore "positively order, that no covenanted Servant, or Englishman residing under our Protection, shall "be suffered to hold any Land for his own Account, directly or indirectly, in his own Name or "that of others, or be concerned in any Farms or Revenues whatsoever."

Extract of a Clause in the Act of the 13th of His present Majesty, Cap. 63.

"And be it further Enacted, That from and after the First Day of August One thousand "Seven hundred and Seventy-four, it shall not be lawful for any of His Majesty's Subjects in the "said Provinces to engage, intermeddle, or be anyway concerned, directly or indirectly, in the "Inland Trade in Salt, except on the Account of the said United Company."

Ordered, That the foregoing Report do remain for Consideration.

APPENDIX,

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

APPENDIX, N° 94.

EXTRACT of the Separate Proceedings of the Committee of Revenue at Fort William, in Bengal, the 12th May 1775.

Minute of the Committee appointed to enquire into Coja Kaworke's Complaint against Mr. Barwell.

THE Gentlemen who compose the Committee, being very desirous that the Board should have come to some Resolution upon the Petition of Coja Kaworke, before the Departure of the present Ship; and having repeatedly desired to be favoured with the Opinion of the Governor General and Mr. Barwell, on that Part of the Court of Directors Instructions, and that Clause in the late Act of Parliament, which were quoted in their Report; and having for these Purposes earnestly desired the Attendance of the Governor and Mr. Barwell at the Revenue Board this Evening, but without Effect; they now think they should no longer delay acquitting themselves of their particular Duty to the Company, by laying before the Board their Sentiments on the Transactions set forth by Coja Kaworke, which they have taken so much Pains to investigate.

Resolutions in consequence.

Resolved 1st. That Mr. Barwell could not, directly or indirectly, rent a Salt Farm from this Government, or appropriate any Part of the Profits of such Farm, without a Breach of the Company's positive Orders on this Subject.

2d. That Mr. Barwell himself understood the Company's Orders in this Sense, by his not permitting his Name to appear in any Lease or Contract with this Government for the Farms in question, and by the Substitution of the Names of other Persons as the real Farmers, who in fact had no Share in the Profits, nor any Interest whatsoever in the Farms, nor Concern in the Management.

3d. That Mr. Barwell has not produced any Leases or Grants whatsoever from Government, in support of his Claim to the Salt Farms of Salimabad and Duckinsavagepoor.

4th. That Mr. Barwell has appropriated to his own Use considerable Sums, arising from the Salt Farms above-mentioned, to the Prejudice of the Company.

5th. That Mr. Barwell's being engaged, intermeddling, or being anyway concerned, directly or indirectly, in the Inland Trade in Salt, from the 1st August 1774, is against Law.

6th. That Mr. Barwell's Declaration, "that if the present Chief of Dacca does not engage in "this Emolument, he thinks himself better entitled to it than any Armenian or Bengalee, who "would otherwise benefit in his room," implies a Determination in him not to relinquish the above Emolument, if Mr. Rous declines accepting it.

7th. That the preceding Declaration is against Law.

8th. That Coja Kaworke and Michael are the only Persons who appear to have had in fact the original Management of the Farms in question, or upon whom the Company could have had a Claim, supposing the Quantity of Salt contracted for had not been delivered; and that these Persons, in February 1774, were dispossessed of the Farms, and afterwards restored to them, by the sole Authority of the Chief, without any Order of the Council of Dacca.

9th. That the Sums received by Mr. Barwell on account of the Farms, whether voluntarily paid or violently extorted from Coja Kaworke and Michael, do not invalidate their Right to the Farms.

10th. That Coja Kaworke and Michael should be put into Possession of the Two Farms, for the Remainder of the Term of the original Lease, on Condition of their making good to the Company all Balances which may be now due on account of their Engagements as Securities for the nominal Farmers, and of their delivering to the Company the additional Quantity of Ten thousand Maunds of Salt Annually, which had been collusively reserved for the Use of the Chief of Dacca.

Agreed, That the following Letter be read, from Mr. Nicholas Grueber to the Provincial Council at Dacca, dated 29th April 1775.

Letter from Mr. Grueber to the Council of Dacca.

To Mr. Chas Wm B. Rous, Chief, &c. Provl Council of Dacca.

Gentlemen,

I have received your Letters of the 17th and 20th Instant, with their several Inclosures.

In answer to Coja Kaworke's Declaration, that 20 Rs per 100 Maunds was deducted from his Advances in the First Year of his Salt Contract, amounting to 12,000 Rupees, which he says he was told was given to defray the Charges of the Committee who made the Salt Contract on the Part of the Company, in my Name as Chief, when at Dacca; the one for Duckensavagepoor was in the Name of Radachurn Deo, on the Part of Coja Kaworke, for 50,000 Mds, at 80 Rs per 100 Maunds; and, agreeable to the Terms of his Contract, he was to have an Advance of 25 Rs per 100 Mds for any Quantity of surplus Salt he delivered; and in consequence of his private Engagements

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

ments with the Committee in my Name, to deliver 60,000 M^{ds}, at 60 Rupees per 100 M^{ds}; I paid him the full Amount of 50,000 Maunds, at 60 Rupees per 100 Maunds; and for the remaining 10,000 Maunds, which compleated the 60,000 M^{ds}, I paid him 85 Rupees per 100 Maunds; and the Difference of the Sum received by Coja Kaworke, and his Contract with the Company, is as follows; viz.

Difference of the Price of his Contract with the Company for 50,000 Maunds, and his private Agreement for the same Quantity — — — R^s	10,000 — —
Difference between the additional Price the Company engaged to give for any surplus Salt, and the Price paid Coja Kaworke for the 10,000 M^{ds}, being 20 R^s per 100 Maunds — — — — — R^s	2,000 — —

Which Sum I paid the Committee at their Request before their Departure from Dacca, and reimbursed myself out of the Advances directed to be paid for the Provision of the Salt. Furthermore, Coja Kaworke readily consented to the Deduction of 12,000 Rupees being made out of his Advances, and during my Chiefship he never expressed the least Dissatisfaction.

In answer to Coja Kaworke's Declaration respecting the 10,000 Maunds of Salt he affirms to have delivered me, I candidly acknowledge to have received that Quantity jointly with other Gentlemen of the Factory, in consequence of his Offer to provide the above Quantity at 60 Rupees per Hundred Maunds; the Amount of which I paid him in Two Kists; and the only Benefit I reaped from this joint Transaction was 3 A^s. 3 P^s. being my Proportion of 16*l*. Exclusive of the above 10,000 Maunds, he made me an Offer of a further Surplus, which I refused to accept.

Permit me to observe, that before this Branch of Trade was taken by the Company, the Chief, &c. reaped a considerable Profit from this Article, in Proportion to their Stations; I therefore thought some small Advantage might be admitted, in Compensation of being deprived of this valuable Branch of Trade as a Perquisite of my Station, though not avowedly; and in this Light I received it. I presume it could not be imagined I could support my Station with the necessary Dignity on my Salary, much less enable me to lay up a Sufficiency to return to my native Country, after many Years Service, suffering the numberless Inconveniencies attending the Severity of this Climate. I considered that Emoluments were reaped in all Offices, and this trifling one, as such, annexed to mine; I therefore benefitted thereby with less Scruple, and admitted the Gentlemen of the Factory to share the Concern with me.

I flatter myself, after this fair Representation of Matters of Fact, I shall not be liable to Reprehension, either from my Superiors in India, or my Honourable Masters; for, no Doubt, they are sensible the Expences unavoidably attending my Station were great in Comparison to my Salary.

Dacca, I am, &c.
April 29th 1775. (Signed) Nich^s Grueber.

APPENDIX, N° 95.

EXTRACT of Bengal Revenue Consultations, dated the 20th October 1775.

THE Secretary lays before the Board the following Letter from Mr. Barwell, which has been referred to him by the Secretary of the General Department, together with the Papers accompanying it.

To J. P. Auriol, Esquire.

Sir,

As I do not find the accompanying Papers annexed to the Government's Appeal, which I understand is owing to a Supposition that they had been delivered in by me independently, I beg you will pass them in Circulation, and enter them as read and referred to the Revenue Department; for I believe the Papers relative to the Subject are on Record in that Department.

I am, &c.
Rich^d Barwell.

Friday.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Fort William.

Honourable Sir,

As I am too late for the public Packet, I request the Favour of you to forward to the Honourable the Court of Directors the accompanying Minute. Under the Regulations and restrictive Orders of the Honourable Company, I cannot, through any other Channel than the public Records of the Government

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

Government or yourself, address the Honourable Court of Directors. I flatter myself, therefore, you will excuse this Trouble; and if the Subject of my Minute is of that Importance as in your Opinion to claim the immediate Attention of the Honourable the Court of Directors, you will be pleased to lay it before them.

Calcutta,
19th May 1775.

I am, &c.
(Signed) Rich^d Barwell.

Mr. Barwell's Minutes in Reply to the Proceedings and Resolutions of the Committee appointed for investigating the Complaints of Coja Kaworke Simon, relative to the Salt Farms of Duckensavagepore and Salimabad.

A very tedious and voluminous Examination has taken place with respect to a Fact, plain in itself, and, if cleared from that Cloud of Obscurity with which it has been purposely involved, simple and unintricate. Kaworke and Michael are Trustees or Securities for the just Performances of a certain Contract with the Company. They are not Contractors, they never could conceive themselves as such, nor have they any Proofs to produce of it; the very Pottah given to Kaworke by Mr. Grueber, which he produces as a Title Deed to the original Contract, expresly ruins his Claim, points out Radachurn Dey, in the strongest Terms, as the Sudder, and makes over to him all Right, Power, and Privilege as such. The Armenian then stiles Radachurn his Gomastah, and presently after affirms, that there is no such Person as Radachurn, and that it is a fictitious Name, and that he told a Person, whom he had never before seen, to call himself Radachurn, and to take the Contract upon his Account; yet the First Sheet of the Dacca Consultations presents with the Examination of this Radachurn, and with his own Acknowledgment that he contracted for the Salt, that he was ordered by Tilluck Baboo to present the Proposals, and not by Kaworke. The Armenian's Account is therefore very little to be credited; and, as I have observed in my Letter, was merely intended to screen himself from the Prosecution I have commenced against him in the Supreme Court of Justice, which was the only Place where this Affair was properly cognizable: Nevertheless, all this Prevarication tends to prove, that Kaworke was not the Principal in the Farm, but always acted under some Authority or other, which indeed he well knew to be the Chief of the Factory. The State of the original Contract is chiefly this:—The Gentlemen of the Committee of Circuit were ordered universally to appropriate the Salt Branch to the Benefit of the Company, which had till then produced no Profit or Advantage whatever to Government, but was altogether a Source of private Emolument to Individuals. The Chief and other Gentlemen at Dacca had always enjoyed a Part of this Trade, together with any Merchants, Natives, or others, who chose to engage in it. It was impossible, from the Nature of the Business, and from the Multitude of Transactions which the Committee of Circuit were obliged to attend to, that they should make a minute Investigation into the absolute and entire Profits that might be made to accrue from this Source, especially as it had never belonged to the Public, and consequently there did not exist one public Paper or Account to guide their Search; and as it was an entirely new Acquisition to the Company, they probably were eager to secure any certain Advantages without Risk, rather than by raising the Terms too high, to run the Chance of a severe Loss; and thought, that after a Trial of the First Five Years, so compleat an Insight would be gained of the Business, that the next Lease might be proportioned more nicely to the real State of the Profits forthcoming. It must have been with these Views that they advertised for Proposals. The Chief at Dacca was no Doubt vexed to lose, at One Blow, so considerable a Part of his Subsistence; which indeed plainly appears from Mr. Grueber's Acknowledgment, and tried every Method still to secure to himself a Chance of future Benefit; therefore, when the Proposals were to be given in to the Committee sealed, he offered to take the Farm at the same Terms with the lowest Contractor, under the Name of a Native. I am here aware of the Objection that has been made to the English taking Farms under the Names of Natives, as prohibited by the Company's Orders; and I must deviate a little upon this.

It has been generally understood, that the Scope and Tendency of the Honourable Company's Prohibition of Farms to Europeans, meant only to exclude such as could not possibly in their own Persons come under the Jurisdiction of the Dewanny Courts of Adawlet, because, upon any Failure of Engagement, upon any Complaint of unjust Oppression, or other Cause of Discontent whatsoever, it was supposed an European might screen himself from the Process of the Country Judicature; but it never was supposed than an European of Credit and Responsibility was absolutely incapacitated from holding certain Tenures under the Sanction and Authority of the Country Laws, or from becoming Security for such Native Farmers, Contractors, &c. as he might protect and employ. Thus, when any Farm was to be leased, or any Contract to be let upon Proposals delivered in sealed to the Supreme Officers of Revenue, &c. it was never doubted that any Englishman might substitute a Native Indian to give in Proposals with the other Bidders, upon the same Chance with them all, and with the same Advantages to Government. By the Substitution of an Indian Name, the Obedience to all Orders, Laws, Customs, and Duties of the Country Courts and Offices was answered, and no possible Injury could arise to the Government, which was always held to accept of the most advantageous Offers, from whatever Quarter they might proceed. I have never heard the Doubt started, whether an European might become Security for any Native Indian whatever, for the Performance of any Engagement, either public or private, or whether he might

might make a secondary Purchase or Contract under a Native, of and for any Office or Grant held under Government by such Native, and immediately vested in himself. It has always been supposed in the Affirmative; and Reason and Justice fully warrant the Opinion. Neither do I believe it can be proved that any Loss whatever has at any Time been sustained on the Part of Government, by such Interposition of Europeans as collateral Securities for voluntary Proposals and Contracts executed between Native Indians and the Company.

It is in this Light that I have always viewed the Contract for the Dacca Salt; Proposals were delivered in by various Persons, at Rates unknown to each other, and proportioned to their respective Ideas of the Produce that might possibly be realized. If the Gentlemen of the Committee of Circuit gave the Contract to such Person as had tendered the most advantageous Term for the Company, they had not only a Right, but an absolute Injunction for so doing; and tho' the Contract was made out in the Name of Radachundry, for the Reasons I have above stated, yet they well knew that the Chief at Dacca was the Person immediately responsible.

And certainly the Transaction, when beheld in this View, was neither improper in the Gentlemen of the Circuit, fraudulent on the Part of the Chief, nor in any Manner whatsoever disadvantageous to the Company. It was not, it could not, be then ascertained what Profit might accrue to the Contractors; there was a Possibility of a Loss; and if any Gain could arise from it, every Step that human Prudence could dictate was taken to secure it to the Company, by a positive Injunction, that all the Salt at any Time to be made should be brought into the Company's Golahs, and for the Company's sole Use, and with a severe Penalty annexed to all contraband Dealings. If the Committee of Circuit did not accept of the most profitable Offers; if the then Chief, by any Collusion whatever, procured Terms too favourable to himself, he and they must answer it—I utterly disclaim all Knowledge of it. I did indeed hear and conceive that Mr. Grueber had, by an After-Agreement, upon the Acceptance of his Proposals, stipulated to give some Share of the Contract to the Committee; but never, till his own Confession, had I conceived the smallest Idea that he had bargained with them in the Manner he asserts; and even now I am unwilling to give the Belief: But I again repeat, that with this Part of the Transaction I have not the smallest Concern. Upon my assuming the Chiefship, I took the Contract bona fide, as a fair, warrantable, and just Agreement between the Company and the Chief, descended to me, in which great Part of the Profit was sure to center with the first, and all the Risk and every Contingency fell upon the latter. I therefore set about seriously to consider by what Means I might carry, to its furthest possible Extent, the Profits upon this Engagement, both to my Employers and myself: I observed, that my Predecessor had not so scrupulously attended to the public Advantage as his Station required; and I was very sorry that his Sanction had warranted the contraband Sale of the Commodity which was expresly reserved for the Company. I was not however so eager for a Retrospection, which is always invidious, and very seldom profitable, as to secure the public Good and my own Character in the future: I therefore utterly refused every Tender made to me by the Armenians, who then were the Sub-Agents for the Salt Provisions; and employed myself, from September 1773 to February 1774, in making the necessary Investigations into the Nature of the Contract, the Mode of its Operations, and the Result of its Advantages. And after the minutest Enquiries, when I had ascertained the Proportions of the Profits justly due to me upon the Engagement, and the necessary Share of Advantage that ought to be allowed to the immediate Agents in the Work, I settled my own Demand, as the Armenians themselves confess, at 10,000 Rupees less than were offered me by other Merchants on the Spot. Were there no other Proofs of my immediate Title to the Contract, these voluntary Offers from indifferent Persons, plainly point out the Sense of the whole Province concerning my real Property therein.

The several Modes in which the Armenians paid the Money stipulated between us, though wonderfully enlarged and commented upon in the Course of the Proceedings in Calcutta, have not the smallest Concern with the real Object of Dispute before us. Payments of Money must be made according to the Abilities of the Debtor, according to the Customs of the Country, and to the several collateral Connections of both Parties; therefore the long Examination of the People through whose Hands the Money passed, the various Articles of Accounts voluminously spread out, and the insidious Method of stating the several Proceedings on either Side respecting the Receipt and Payment of the Debt, are totally foreign to the Purpose, and, after my Acknowledgement to have received as much as they pretend to charge me with immediately upon the Account, altogether superfluous.

I avow, that the only Offence against my Employers which I could have committed upon this Contract, would have been to have engaged in a contraband Produce and Sale of Salt; a Measure which, upon the Face of all my Proceedings, I appear most rigidly to have avoided; and upon the very first Notice or Suspicion of such contraband Trade, I instantly dispatched an Aumeen effectually to put a Stop to it. He has been closely examined at Dacca, and I think no Testimony could possibly have spoken plainer in my Behalf, or more clearly have shewn the Uprightness of my Intentions. Bussunt Roy's Examination, though he was the only Person I examined before the Committee, excepting the immediate Complainant, also fully acquits me of every sinister View, proves that the Company's Interest was my ultimate Scope of Action, and that I always made my own Advantage subservient and secondary to that of the Public.

Having now clearly explained my own original Sentiments upon the Nature of this Contract, I must proceed in course to animadvert upon Part of the Order of the Court of Directors, and that Clause in the late Act of Parliament, which are quoted in the Report of the Committee, before

2 I speak

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I speak of the very extraordinary Resolutions which have been taken in consequence of these Proceedings.

This Order is expresly founded on the Abuses said to have been committed by Europeans on farming Lands from the Company. These Abuses being immediately cognizable by the Country Courts, which had not effectual Power over such English as would avow their Connection with the Company, and claim its Protection, were frequently without Remedy; consequently the best Method to serve the Company, according to the Spirit of their Order, was to procure a thorough Check and Reform for all these Abuses. I have already shewn, that this was effectually done by the Substitution of a native Indian, who could and must, at all Times, be amenable to the native Courts of Adawlet; but if the Order be construed still more rigidly, it cannot extend to the Prohibition of an European becoming Security to Government for the Performance of the Terms of any Lease, on the Part of a native Lessee; such a Prohibition, so wide in Extent, if minutely put in Execution, would fully eradicate all Connection and Confidence between Man and Man, and leave an European scarce a single Possibility of connecting himself with the People among whom he is obliged to reside. But it cannot be supposed to have such a Meaning, the Words do not express it, and the Context does not authorize such a Conclusion. It is not pretended that an European has ever done more, since that Order, than offer himself as Security for a Native; and in a Place like Bengal, where Property was subject to perpetual Fluctuation, no Man would become Security for another without some Consideration that might be supposed equivalent to his Risk. But if this Order is applied to the Case immediately in Agitation, I utterly deny that I am in anyway obnoxious to it. The Question is concerning a Contract for the Manufactory of a particular Commodity, not the Farming of a Quantity of Land; and is no more coercive upon me for the Produce, Salt, than on any Man who shall have made a Contract for Cloths fabricated at the Aurungs, on account of the Land whereon the Cotton was raised from whence the Cloths were made.

With regard to the Clause in the Act, I profess the most explicit Obedience; I take it in the literal Sense, whereby I am forbid to engage, intermeddle, or be any way concerned, directly or indirectly, in the Inland Trade in Salt, *except on the Account of the said United Company.* Can any Thing be clearer?—I was engaged in the Salt Business for the absolute Account and Benefit of the Company. I secured to them every Advantage my Superiors pretended to reap, or to have a Right to reap, or that could be reaped for the Part of the Company, and I stood between them and every Loss they could sustain. The Company disclaimed the Risk, and the surplus Profit was the Equivalent to it. If by my Care, or my Management, their Advantages could be increased, surely I had a Right to the natural Compensation for the Trouble, which was on my Part voluntary. The most that was ever desired or insisted on, on the Part of Government, was to receive all the Salt that was or could be made, at certain Rates; the stipulated Quantity was all of which they could inforce the Manufactory. The Surplus was to be made, or not to be made, at the Choice, Ability, or Industry of the Contractor, and the only Condition was, that he should deliver it to the Company. If I exerted all my Endeavours to increase the Salt Manufactory, and to bring it all to the Company's Account, I acted as their Servant in the strictest Sense, and promoted their Interest to the farthest Possibility. If the Company received the Salt at the cheapest Rate, and sold it at the most profitable; if all that was or could be manufactured, was thus effectually brought to their Account; can it be other than indifferent to them, who should receive the occasional and Subprofits upon their own fixed Price; and would they not naturally wish, that he who could make the Engagement turn out most to their Emolument, should have the Preference? I say therefore, that in the strictest Sense, and under the very Words of the Act of Parliament, I engaged in Salt *on the Account of the Company.* But I was willing to carry my Obedience still further, and to avoid a Possibility of Censure from the most cavilling Disposition. I therefore, according to the Orders of the said Act, which allows to every Person 9 Months, from the 1st Day of August 1774, for the Disposal of all Concerns that may in any Manner be deemed repugnant to the true Intent and Meaning of the said Act, have within that limited Term disposed of all my Right and Title to the said Contract of Salt for a certain Consideration, and for the Use and Benefit of the immediate Chief of Dacca, if he chuses to accept it, whom I look upon as my legal Successor in the Possession of the said Contracts: As he has not chosen it, I look upon myself as having a better Title to it than any Armenian or Bengally, who might happen to be my Sub-agent.

I am sorry to observe it advanced in the Preamble to the Resolutions of 12th May, that the Gentlemen should have so earnestly entreated my Attendance at the Revenue Board on that Day without Effect; because I was at that Time but just recovered from a Fever, and the Council had sat that Day till 6 o'Clock in the Evening: If therefore my Attendance upon this Business was of such material Importance, it would have made but little Difference to have deferred it till the next Day, rather than to insist upon compleating it that very Evening, when they were well persuaded that my Indisposition absolutely made it impossible for me to attend.

I come now to the Resolutions, the End of all the Arguments which I have already set forth.

Resolved First, That Mr. Barwell could not, directly or indirectly, rent a Salt Farm from this Government, or appropriate any Part of the Profits of such Farms, without a Breach of the Company's positive Orders on this Subject.	I have already shewn my Sense upon this Article in another Place, and need only here express my Surprise, that I should be the Person called upon to answer for the Transaction, even supposing it contrary to the Company's Orders. Impartiality should have led them to level the Stroke at the immediate and original Settlers of the Business; for myself, it is sufficient to say, that in the Names of Black People

People I found the Salt Contracts of Dacca had been taken by the Chief, and had been a Source of Advantage to his Station, antecedent to the Time I was advanced to it: Had it ever been objected to my Predeceſſor, that he had tranſgreſſed his Orders, or that his Title to the Contracts was null and void, I ſhould then have been upon my Guard, and have inveſtigated more minutely at the Time the real Grounds upon which I held the Salt Proviſion. But not even the Suſpicion of ſuch Objection had taken Place: The Contract deſcended to me peaceably, and in full Poſſeſſion; as ſuch enjoyed it, and I have aſſerted my Right to it in the Supreme Court of Judicature. I am ſtill more ſurpriſed, that after the Reſolution which declares my Incapacity to hold the Contract as derived from the original Potta, even then the Rights of thoſe who firſt executed the Potta, and to whom it was fully conveyed under the Name of Rada Churn by the firſt Perwanna or Duſtuck, which directs the Beparries, Peekars, Molungees, and Officers of the Government, to conſider Rada Churn to be the Farmer, to receive *his* Advances, and to deliver the Salt to *him*, ſhould not be once called in queſtion. Why ſhould I bear the whole Force of the Storm, who ſhould evidently be ſheltered by my Predeceſſor? whom alone, if in any Perſon, the Tranſaction could be culpable; in me, the Secondary, Succeſſion rendered it innocent.

Reſolved 2d. That Mr. Barwell himſelf underſtood the Company's Orders in this Senſe, by his not permitting his Name to appear in any Leaſe or Contract with this Government for the Farms in queſtion, and by the Subſtitution of the Name of other Perſons as the real Farmers, who in fact had no Share in the Profits, nor any Intereſt whatſoever in the Farmers Concern in the Management.

I have already obviated this Aſſertion in my former Statement of the Caſe.

Reſolved 3d. That Mr. Barwell has not produced any Leaſes or Grants whatſoever from the Government, in Support of his Claim to the Salt Farms of Selimabad and Dukenſavagpore.

The whole Proceſs of the Tranſactions ſhew, that the Armenians acted under ſome Authority or other; that they were accountable to that Authority, and that the Contractor upon the public Account was a nominal one: That all the Sub-Agents of the Buſineſs were under the Authority of the Chief, and conſequently that the Right was never doubted to center in him.

Reſolved 4th. That Mr. Barwell has appropriated to his own Uſe conſiderable Sums of Money ariſing from the Salt Farms above mentioned, to the Prejudice of the Company.

I deny it utterly. The Company only claimed, and were only to receive, all the *Salt that was* or could be made, at certain Prices ſettled by public Authority long before my Arrival at Dacca. They did receive all ſuch Salt, or at leaſt all my Endeavours were exerted to procure it for them; and as ſoon as I had the firſt Account of Malverſations, I uſed all my Influence and Authority to ſuppreſs the contraband Trade, and to recover the Company's Dues. If I had been remiſs in the Affair, let me aſk, who could have done the Company any Service?—That I have appropriated to my own Uſe conſiderable Sums of Money I have no Occaſion to conceal; but not one Farthing to the Prejudice of the Company; and it is altogether abſurd to ſuppoſe, that if I had totally waved my Claim to all the Money I have received, One Shilling would or could poſſibly have come into the Public Treaſury; the Company could but have received all the Salt manufactured, and have paid for it at the Rate of their own Contract. Can any Thing be more contradictory to common Senſe and Reaſon, than to aſſert, in one Place, that the Company is entitled to certain Conditions, on a certain public Leaſe; and again, that, excluſive of thoſe Conditions, the Company is entitled to the Profit made by the Leſſees? Admitting the Leaſe, which is not attempted to be queſtioned, it is evident the only Right the Company have, is in the Conditions

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ditions under which it is granted; and those Conditions being once performed, any Benefit beyond them can only center with the Contractor or Farmer. The Competition therefore, I justly observe, is between the Armenians and me, in which the Public have no Interest; and that they must either account to me, or I to them, as shall be adjudged by the Supreme Court of Justice, upon the Prosecution I have commenced against them.

Resolved 5th. That Mr. Barwell's being engaged, intermeddling, or being any way concerned, directly or indirectly, in the Inland Trade in Salt, from the 1st of August 1774, is against Law.

I am not obnoxious to this Observation. As I have before proved all other Arguments and Considerations of my Right and Title to the Contract being waved in this Case, I had full Power, Licence, and Privilege, by this very Act, to assume the further Period of 9 Months, from the 1st of August 1774, to dispose of all my Concerns and Property whatsoever in such Articles as are prohibited by the said Act; within which Period, as I have already observed, I disposed of all my Interest in the Salt Contracts for a certain specified Consideration. But though the executive Power of Government in this Country is lodged in the Hands of the Governor General and the Supreme Council, I never before heard, or suspected, that any Legislative Authority, or Power of actual Decision upon Points of Law, rested with General Clavering, Colonel Monson, and Mr. Francis: I was therefore much astonished when I found it had been solemnly pronounced, that my Actions were *against Law*. The usual Mode in Questions of Law, is to demand the Opinions of the Bench of Judges, or of the Chancellor; has this been done? if it has, it should have been declared, and Counsel should have been granted to shew Cause why they were not against Law. Had these Forms been observed, a Decree afterwards pronounced against me would have been decisive; but then the present Resolutions could not have been secretly sent Abroad without a Knowledge given me of my Accusation, and a reasonable Time allowed me for my Defence.

Resolved 6th. That Mr. Barwell's Declaration, "*that if the present Chief* "*of Dacca does not engage in this* "*Emolument, he thinks himself better* "*entitled to it than any Armenian or* "*Bengallee, who would otherwise benefit in his Room,*" implies a Determination in him not to relinquish the above Emolument, if Mr. Rous declines accepting it.

If this Resolution regards the Time already elapsed, I do avow the Determination therein supposed to be implied, and will maintain it, until some Armenian or Bengallee shall prove himself better entitled to it than myself; which Proof I do not expect or mean to acquiesce in from any Decision of this Board, but from the final Sentence of the Supreme Court of Judicature, where I have commenced a Suit, and where, and where only, I assert that it can legally and properly be heard.

Resolved 7th. That the preceding Declaration is against Law.

This Resolution upon a Point of Law is still more extraordinary than the former. Waving the Right I have to be heard by Counsel, I would ask wherein my Declaration is against Law? If with regard to the Time past; I have most demonstrably proved that the same Law has expressly provided me a Plea, by the Grant of Nine Months Allowance: If with respect to the Remainder of the Term under which the Contract there alluded to is held; I answer, that I have already availed myself of the Remedy prescribed by Law in my Case, by disposing of my Interest in the Contract within the limited Term. This Resolution, however, as well as the 5th, are totally void, for want of Right in the Board to resolve, in the smallest Degree, what is or what is not *Law*.

Resolved 8th. That Coja Kaworke and Michael are the only Persons who appear to have had the original Management of the Farms in question, or upon whom the Company could have had Claim, supposing the Quantity of Salt contracted for had not been delivered; and that these Persons, in February 1774 were dispossessed of their Farms, and afterwards restored

This Resolution is in great Measure refuted or explained in my former Narrative; but for a more compleat Refutation of it, I refer to my Answer to the 10th Resolution, which in fact is a Member of this, and therefore all I can say upon the one, will have equal Connection with the other.

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restored to them by the sole Authority of the Chief, without any Order of the Council of Dacca.

Resolved 9th. That the Sums received by Mr. Barwell in account of the Farms, whether voluntarily paid, or violently extorted from Coja Kaworke and Michael, do not invalidate their Right to the Farms.

Resolved 10th. That Coja Kaworke and Michael should be put into Possession of the Two Farms for the Remainder of the Term of the original Lease, on Condition of their making good to the Company all Balances which may be now due on account of their Engagement as Securities for the nominal Farmers, and of their delivering to the Company the additional Quantity of 10,000 Maunds of Salt annually, which had been collusively reserved for the Use of the Chief of Dacca.

No; because I have proved they never had a Right to the Farms; and their own Papers have confirmed my Assertions.

Tho' by the 8th Resolution of the Majority it is remarked, that the Management of the Salt Manufacture had been entrusted to the Armenians, no Notice is taken of the Abuse for which they were deprived of the Management. The Reason is plain; these Abuses were of a public Nature, distinct and entirely unconnected with their private Agreement for certain Profits to me, and of course incapacitated them from being continued in Employ by the Company, even if they had been in the first Instance Farmers or Contractors of Government. By their Engagements under me, as Chief of Dacca, they were to answer all the Conditions of the public Lease; One was, to deliver all the Salt they manufactured to the Company: But instead of this, it is proved they clandestinely conveyed away 12,000 Maunds of Salt of the last Year's Produce, which had been lodged in the Warehouses, and in the Year they were dismissed, as much more as they could collusively make away with; by which Abuse of their Trust they fell short of the Quantity expresly engaged to be delivered to the Company, about Maunds 30,000, in their Contract with me for the Selimabad Salt; and run off all the Surplus made at Dukensavagepore; urging in Excuse, that it was to enable them to answer their pecuniary Engagements to me; forgetting, in this absurd Assertion, it was obviously my Interest that they should have delivered all the Salt to the Company, as in that Case I could have paid myself from the Money they would have been entitled to from the Company, and have set it off in Account with them; whereas, by their secretly and clandestinely running the Salt, I was deprived of this Security, and obliged, as the Contractor with the Public, to pay the Penalty of about 15,000 Rupees, for the 30,000 Maunds deficient in the Selimabad Contract. It does not appear by any public Paper, nor is it insisted upon by any Person but by the Armenians themselves, that they are in the first Instance the Contractors (the public Records declare otherwise, and the First Perwannah or Dustuck issued, directs the Beparrees, Pycars, Molungees, and Officers of the Government, to consider Rada Churn to be the Farmer, to receive his Advances, and deliver the Salt to him.) Had the Armenians been the Farmers in the Instance, such a Perwannah would never have been issued for establishing their Rights upon the Grant of a Farm to them from the Company. As to the Charge of compulsive Means used to influence the Armenians to come into the Terms they engaged in with me, I declare upon my Honour, that all the Compulsion consisted in my telling the Armenians, I had had such Proposals made me by others, for managing the Salt Farms under me, but as they had the Management hitherto, I would continue it to them, if they would account with me for 60,000 Rupees in lieu of all Profits to be derived from the Dukensavagepore Farm; which they accepted, upon Condition I would let them manage the Farm of Selimabad, in lieu of the Profits of which they would engage to pay me 65,000 Rupees more; for Selimabad was a Farm formerly under the Management of one Bulram, and on which the Armenians had lately entered by an under Contract with one Joy Narrain, who had an under Contract from Bulram, who in the first Instance had contracted with my Predecessor. Now as something must be sunk in all these Contracts, and the prime Right

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Right was in the Chief, the Armenians Engagements to Joynarrain were in consequence converted into direct Engagements to myself, who then held the Chiefship of Dacca. This is the State of the Two Contracts or Farms; for the First, of Savagepore, the Armenians were originally Securities; for the Second, of Selimabad, they neither had originally the Management, or were originally the Securities. One Ramhurry, a nominal Lessee for the Dacca Chief, was Farmer, and Bulram Security, and originally entrusted with the Management: Yet, in the 8th Resolution, General Clavering, Colonel Monson, and Mr. Francis say, "Coja Kaworke and Michael are the only Persons who appear to have had in fact the original Management of the Farms in question, or upon whom the Company could have Claim, supposing the Quantity of Salt contracted for had not been delivered, &c.;" and in the 10th Resolution, that "Coja Kaworke and Michael should be put in Possession of the Two Farms for the Remainder of the Term of the original Lease, on Account of their Engagement as Securities for the nominal Farmers, &c."—Hence it is evident, the Pretext on which the Three Members adjudge to Coja Kaworke and Michael a Right to the Farm of Savagepore, viz. on their being originally in the Management, and originally Securities for the Farm, cannot be extended to the Farm of Selimabad, of which they neither had originally the Management, nor were originally the Securities, but came at first into the Management by a private Subcontract, in the Fourth Degree from the original Proprietor, the Chief; and in the Third Degree from the ostensible Security to the Company, Bulram. I confess, I cannot see what particular Merit has recommended the Armenians to the Consideration of the Majority. It cannot be for the faithful Discharge of the Trust they held under the Chief of Dacca, to the Company; in that they were notoriously culpable, and stand detected and exposed, by their own Confession, in a clandestine Appropriation to the Detriment of the public Revenue. Their affirming they were authorized in it by Mr. Grueber, and shared with him such Appropriations, is no Excuse; it would indeed palliate their Offence, did it not appear to me in the Light of a Finesse to involve Mr. Grueber, and utterly to incapacitate him from checking all their future collusive Management of the Salt. But what Excuse can they make in my Time? I never warranted any clandestine Appropriation of the Salt; all my Advantages were to derive from a said Execution of the Contract on their Part; and my collateral Security for their pecuniary Engagements to me, was the Company's Treasury, on which, in the Name of Radachurn Dey, I should have had Claim in Proportion to the extraordinary Quantities of Salt delivered by the Armenians: It was therefore as obviously against my Interest as the Interests of the Public, that the Armenians should secrete the Salt manufactured by them, as much as it might prove their Interest to do it. Next, it cannot be for delivering the full Quantity of Salt contracted for under me to the Public; for in Selimabad they have fallen short about 3,000 Maunds, and at Dukensavagepore they have made away with 12,000 Maunds, after an Account had been gained of it, after it had been lodged in the Golahs, (Salt Warehouses) and after it had been sold by the Company. Next, it cannot be, that because for these public Malversations the Board of Dacca, at which Mr. Barwell was Head, deprived them of all Connection with the Salt Farms, that they are fitted better for the Management of them, and Men more worthy of public Trust. If this cannot be, may I ask, in what their Merit to public Favour consists? Other Farmers would have been turned out for far less Abuses, and yet these Men, who were Under-contractors, detected of defrauding equally the Public and Individuals, have conferred

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on them the Rights of their Principal, who they have equally deceived and abused. If their Merit is decided by this Criterion, they are welcome to their Reward, and I am satisfied with the Obloquy of having dismissed them from my Agency, and the Oppression of having usurped the Rights now decreed to them.

(Signed) R[d] Barwell.

APPENDIX, N° 96.

COURT'S ORDERS.

Dated 17th May 1766.

EXTRACT of Letter from the Court of Directors to the Select Committee at Bengal, dated 17th May 1766.

19. THIS Transaction convinces us of the Necessity of shutting the Door to Abuses; and we therefore positively order, that no covenanted Servant or Englishman, residing under our Protection, shall be suffered to hold any Land for his own Account, directly or indirectly, in his own Name, or that of others, or to be concerned in any Farms or Revenue whatsoever.

APPENDIX, N° 97.

EXTRACT of the Company's General Letter to Bengal, dated 5th February 1777.

Par. 30. IT is with equal Surprize and Concern, that we have received your Proceedings respecting Abuses which have prevailed in letting the Lands, and Collusions practised in forming Contracts for Salt with the Company.

31. We flatter ourselves your Investigation have rendered it unnecessary for us to enter minutely into all Particulars brought to our View, as you seem determined to strike at the Root of every Evil discovered; and we observe, with the greatest Satisfaction, that your laborious Researches have in general been attended with the desired Success. Your Conduct in this invidious Undertaking, appears to us highly meritorious, and you shall not fail to experience our firmest Support in your laudable Endeavours to effect a thorough Reformation of all Abuses, more especially of those which, from their Nature and Consequences, must have operated to the Distress of the Country and to the great Damage of the Company; of which we might still have remained uninformed, if Attention to your Duty had not prompted you to commence and prosecute Inquiries into such unwarrantable Transactions.

32. Although it is rather our Wish to prevent Evils in future, than to enter into a severe Retrospection of the past; and where Facts are doubtful, or attended with alleviating Circumstances, to proceed with Lenity rather than to prosecute with Rigour; yet some of the Cases are so flagrantly corrupt, and others attended with Circumstances so oppressive to the Inhabitants, that it would be unjust to suffer the Delinquents to go unpunished. The principal Facts have been communicated to our Solicitor; whose Report, confirmed by our Standing Counsel, we send you by the present Conveyance, authorizing you at the same Time to take such Steps as shall appear proper to be pursued.

33. If we find it necessary, we shall return you the original Covenants of such of our Servants as remain in India, and have been any ways concerned in the undue Receipt of Money, in order to enable you to recover the same for the Use of the Company, by a Suit or Suits at Law, to be instituted in the Supreme Court of Judicature in Bengal.

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A P P E N D I X, N° 98.

COURT'S ORDERS of 4th March 1778, relative to Messrs. Barton and Barwell.

EXTRACT of the Company's General Letter to Bengal; dated 4th March 1778.

Par. 77. IN our Letter of the 5th of February 1777, you were informed, that although it was rather our Wish to prevent future than to enter into a severe Retrospection of past Abuses; yet, as in some of the Cases then before us, we conceived there had been flagrant Corruption, and in others great Oppressions committed on the Native Inhabitants, we thought it unjust to suffer the Delinquents to pass wholly unpunished, and therefore authorized you to take such Steps as you might think proper to be pursued on the Occasion; acquainting you at the same Time, that we should, if necessary, return you the original Covenants of those of our Servants who had been concerned in the undue Receipt of Money, in order to enable you to recover the same for the Use of the Company; and having re-considered the Subject, we hereby direct, That you forthwith commence a Prosecution in the Supreme Court of Judicature against the Persons who composed the Committee of Circuit, or their Representatives, and against Mr. Grueber, Mr. Barwell, Mr. Barton, the Representatives of Mr. Sheeles, and all other proper Parties, in order to recover, for the Use of the Company, the Amount of all Advantages acquired by the several Persons above-mentioned, or any of them, from or upon the Account of any Contracts made for Salt, or for the Provision of Salt, or for the letting of Salt Lands or Farms in the Districts of Dacca, or elsewhere in the Province of Bengal, according to the Opinions of the Company's Standing Counsel and Solicitor, transmitted to you in our Dispatches dated the 5th of February 1777.

78. You have already been furnished with the Report of our Solicitor (confirmed by our Standing Counsel) concerning prosecuting the above-named Persons; and before the Receipt hereof, we trust the Arrival of our Advocate General will have enabled you to avail yourself of his Assistance in conducting such Prosecutions.

79. As Mr. Barwell has acknowledged that the Salt Mhals of Savagepore and Selimabad belonged to him, that he re-let them to Coja Kaworke, in the Names of Bussunt Roy and Kissen Deb, on Condition of his accounting with him (Mr. Barwell) for the Profits to a certain Amount; as he has also declared, that if a Wish of adding to his Fortune has warped his Judgment, he will nevertheless submit all his Rights in the Salt Contracts to the Court of Directors; and that if *in our Opinion* such Rights rest in the Company, he will account to us for the last Shilling, and abide implicitly by our Judgment; we therefore think it probable, that Mr. Barwell, on being acquainted with our peremptory Orders for commencing a Prosecution, may be desirous of paying his Share of Profits on the Salt Transactions at Dacca into our Treasury; but should this be the Case, you must be well advised, before you agree to receive the Money, that the Acceptance of any particular Share of the said Profits for the Use of the Company, will not prejudice their Claims upon any of the other Persons or Parties concerned, for the Remainder of the said Profits.

80. We find our Board of Trade have already commenced a Prosecution against Mr. William Barton, one of the Members of the said Board, for 20,000 Rupees, said to have been a Bribe taken by Mr. Barton from Bridjoo Deloll, to suppress a Complaint made against him by the Weavers. We approve the Proceedings of the Board of Trade in this Respect, and hope due Care has been taken, if Mr. Barton really received the Money, to establish the Fact, and to recover the Amount for the Use of the Company.

81. Our Board of Trade have likewise informed us, that under the Head of Aurung Charges at Luckypore, Mr. Barton has taken a Per-centage upon the Company's Investment, amounting to 59,306 Rupees; and that he pleads Precedent for this extraordinary Charge. Mr. Barton has also addressed us on the Subject of a Bond given by him, to repay the Amount of these Aurung Charges, unless we shall think proper to remit the Money, and cancel the Bond. But as we cannot admit that Mr. Barton could possibly be ignorant of the Line of his Duty in this Respect, or that any unauthorized Precedent whatever could warrant him in charging the Company with Money which he never expended; we therefore direct, that his Bond be put in Suit, and that Payment be strictly enforced without Delay or Abatement.

82. The Article of Dustore, or Commission, taken by Mr. Barton and his Predecessors on Delolly, or upon Advances made for the Company's Investment, has been another great Abuse in the conducting of our Business at Luckypore.

83. The Board of Trade have stated Mr. Barton's Receipts on this Account at Rupees 48,571; but they seem inclined to compound with him for the Amount of the Addition only which he made to this improper Perquisite during his Residence at Luckypore. This Mode of Adjustment we utterly disapprove. We are sorry Mr. Barton is able, in this Instance, as in the Case of Aurung Charges, to plead Precedent for Breach of Duty; but we must nevertheless reject this Plea; because, instead of imitating his Predecessors in an oppressive Custom, he ought to have reported the Abuse to the President and Council so soon as it came to his Knowledge. Whatever Sums have been received on account of Dustore, have been unjustly obtained; nor have we a Doubt but that the Amount has finally

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finally been added to the Price of our Investment; and consequently that it has been a clear Loss to the Company.

84. Another Complaint against Mr. Barton is on account of his great Inattention to the sorting of the Company's Cloths at Luckypore. And here we find, that Articles of Investment which should have been rated under the Letters (C) and (D) have been over-rated, and accounted for as Letters (A) and (B). The Answer of Mr. Barton, that this was an Abuse committed solely by our inferior Servants, is by no Means satisfactory: It was his Duty to have carefully superintended the sorting of Goods, and to have prevented the Company from suffering by undue Prizings. We therefore fully approve the Resolution of our Board of Trade, requiring Mr. Barton to repay to the Company the Loss arising from his Misconduct in this Respect.

85. Although we pass over the great Impropriety of Mr. Barton's receiving, in Payment for his Salt, the Money which had, or ought to have been advanced for the Provision of our Investment, because our Board of Trade suppose no Loss will happen to the Company on that Account; yet, from the most candid Review of Mr. Barton's Conduct, we must be of Opinion, that as Prosecutions are actually carrying on against him by our Board of Trade, he is, during such Prosecutions at least, an improper Person to hold a Seat at that Board; and therefore we direct that he be suspended from the Company's Service, until our further Pleasure concerning him be known.

APPENDIX, N° 99.

EXTRACT of the Company's General Letter to Bengal, dated 5th April 1776.

Par. 27. HAVING investigated the Charges exhibited against some of the Members of our late Administration, we have come to the following Resolutions:

" Resolved, That it appears that the Conduct of the late President and Council of Fort William " in Bengal, in suffering Cantoo Baboo, the present Governor General's Banyan, to hold Farms in " different Purgunnahs to a large Amount, or to be Security for such Farms, contrary to the Te- " nor and Spirit of the 17th Regulation of the Committee of Revenue at Fort William of the 14th " May 1772, and afterwards relinquishing that Security without Satisfaction made to the Com- " pany, was highly improper, and has been attended with considerable Loss to the Company: That " the Governor General and Council be directed to prepare an exact Statement of such Losses or " Damages as the Company have sustained by their Servants permitting Cantoo Baboo and other " Persons to withdraw the Security they had given, and to take the most effectual Measures for the " Recovery of the same: And, there being Reason to expect by the next Advices, a further Investi- " gation and Elucidation of those Charges which respect the receiving of Presents by the late Pre- " sident and Council at Fort William, as the Subject was under Consideration of the Governor " General and Council when the Anson left Bengal; and as in all Probability Proceedings may have " been had thereon before the Supreme Court of Judicature, That the Court of Directors do sus- " pend their final Determination on the said Charges, till further Lights shall enable them to decide " thereon with Precision.

" Resolved, That it appears, that a considerable Sum of Money has been given by one of the " Company's Tenants, for holding the Salt Farms of *Selimabad and Duccan Savagepoor, in the* " Districts of Dacca, over and above the Engagement for those Farms to the Company, contrary " to the Letter and Spirit of the 11th Regulation of the Committee of Revenue of the 14th May " 1772; and that Mr. Barwell has acknowledged having charged the said Tenant, for his own Use " and the other Gentlemen of the Factory, with the Amount of R[s] 1,25,500, for permitting him " to hold the said Farms."

28. Since passing the above Resolutions, the Northumberland's Purser is arrived with your Advices; and our Concern is much increased on finding, that improper Influence and Interference of our Servants in the Revenue Branch, have been much more general than we had been led to hope was the Case; and that, in the immediate Views of private Gain, the Company's Interest has been greatly neglected.

29. The Northumberland having been obliged to stop at Lisbon, small Part only of your Consultations are yet arrived; and therefore we are still prevented, for want of fuller Information, from taking those immediate and decisive Measures, which the Situation of our Affairs in Bengal may render necessary.

APPENDIX,

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APPENDIX, N° 100. A.

EXTRACT of Company's General Letter to Bengal; dated the 28th November 1777.

Par. 49. IN the 31st Article of our Instructions, dated the 29th March 1774, we recommended the strictest Frugality in your Approval of Salaries to be paid by the Company to the Officers of the Supreme Court of Judicature. Upon the Receipt of your Advices, specifying the Amount of Fees and Salaries appointed and annexed to the said Officers, we expressed our Opinion, that they were very high, but acquiesced therein for the present; suggesting, however, our Hopes, that in case any Alteration should take place, you would not agree to any Plan that should not be formed with more Œconomy, until you should have transmitted the same to us for our final Determination.

50. The 11th Paragraph of your Letter of the 12th of February 1777, informs us, That the Judges had sent you a List of *additional Offices*, and a Proposal to *increase the Fees to other particular Offices already established*; and to our Astonishment we find, that you have approved the Proposal of the Court, and granted your Consent to the Increase of Fees and additional Establishments.

51. And here we have to lament, that the same Majority of Council, whose Conduct we have so justly censured, have again exercised their Authority, in manifest Disregard of the Intimations given in our Instructions, and in Opposition to the most unanswerable Arguments urged to the contrary by General Clavering and Mr. Francis; who had also protested against the unreasonable and excessive Salaries and Emoluments, as established by the Judges of the Supreme Court of Judicature, for the Officers of that Court, at its first Institution.

52. We observe it stated by Mr. Francis, that the Salaries of the Officers of the Court, exclusive of the Judges themselves, as they stood before the late Addition, amount to Current Rupees 1,23,436, besides their Fees. To this must be added House Rent, at the Rate of Current Rupees 4,428 per Annum, and contingent Charges, which are indefinite. It is now proposed to hire another House, which he concludes will not be done for less than 500 Rupees a Month; and he states the Expence of the new Officers Salaries at upwards of Thirty-two thousand Rupees per Annum, besides the additional Allowance of Fees.

53. When we consider this Profusion of Expence, *we cannot but express our Concern, that the Power of granting away our Property in Perpetuity should have devolved upon Persons, whose Complaisance to the Court has, in our Opinion, greatly exceeded their Attention to the Interest of the Company.*

APPENDIX, N° 100. B.

Mr. TIGHLMAN's Evidence.

30th May.

RICHARD TIGHLMAN, Esquire, attending according to Order, was asked, How long he resided in Bengal? to which he said, Three Years; he arrived in November 1777, and left it in December 1780.—Being asked, Whether he knew the Judge of the Supreme Court? he said, Yes, he knew all that were living during his Residence there.—Being asked, Whether he knows any Thing, and what, of any Judges being concerned as Agents, Attornies, or other Managers of the Members of the Supreme Council? he said, Yes, he understood that Sir Elijah Impey was one of the Attornies of Mr. Barwell, a Member of the Council General; and he knows the Fact to be so, by the Occasion of a Law Suit in the Supreme Court, between the Trustees or Agents of Mr. Barwell of the one Part, and the Supreme Council of the other Part; Sir Elijah Impey left the Bench as a Judge, because he himself, to the best of his Recollection, was a Party in the Suit, as one of Mr. Barwell's Trustees.—Being asked, Whether he was acquainted with Sir John Day, the Company's Advocate General? he said, Yes.—Being asked, Whether he practised in the Supreme Court? he said, Never in his Time.—Being asked, Who acted for the Company in the Supreme Court? he said, The Standing Counsel for the Company in the Supreme Court were Messrs. Newman and Lawrence.—Being asked, Whether he was acquainted with Mr. Naylor, the Company's Attorney? he said, Yes, he knew him well.—Being asked, Whether he was a material Person in carrying on any Prosecution on the Part of the Company in the Supreme Court? he said, He takes it for granted, that he must have had the Conduct of all Prosecutions, as Company's Attorney.—Being asked, If he thinks that the Company's Standing Counsel could of themselves do any Thing material in any Prosecution, without the Co-operation of the Company's Attorney? he said, In all Law Suits he conceives the Co-operation of both Attorney and Counsel, on the same Side of the Question, to be necessary.—And being asked, Whether he knows of any particular Intimacy between Mr. Barwell and Mr. Naylor? he said, He conceives there must have been an Intimacy, because he remembers Mr. Naylor living with Mr. Barwell in his House.

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A P P E N D I X, N° 100. C.

PROCEEDINGS relative to the Appointment of Mr. BOGLE to be COMMISSIONER of LAW SUITS.

EXTRACT of Revenue Letter from Bengal, dated 3d January 1778.

Par. 8. WE have thought it adviseable to appoint a Commissioner of Law Suits, to collect, arrange, and combine the various Kinds of Evidence which will be necessary for the Defence of the Suits instituted in the Supreme Court of Judicature, in which the Company may be involved; to the Want of which we attribute, in a great Degree, the ill Success which has hitherto attended the Causes in which the Company have lately been engaged. We have agreed to his Recommendation of Mr. George Bogle for this Trust; and for your more particular Information of the Duties assigned to him, we have the Honour to refer you to the Proceedings marked in the Margin. 23d December, 30th.

EXTRACT of the Company's General Letter to Bengal, dated the 23d December 1778.

Par. 139. We consider the new Office of Commissioner of Law Suits as a Breach of the Company's Bye Law, improper in its Nature, and totally unnecessary. You have Five public Secretaries; one of them ought certainly to transact the Business assigned to this new Office. All Correspondence respecting Law Suits must, in the First Instance, come before your Board, and your Proceedings thereon be regularly entered on Consultation, and also in a separate Book to be kept for that Purpose, in the Manner directed respecting Contracts; broken Sets must also be carried up to the latest Period possible, before the Dispatch of every Ship, and be transmitted for our Information. We therefore direct, that the Office of Commissioner of Law Suits be forthwith discontinued, and that all Facts and Circumstances necessary for the Information of our Attorney and Advocate General, to enable them to defend our Property and Privileges, be duly arranged by one of your Secretaries, and invariably submitted to your Consideration, in such Department as you shall think proper for taking Cognizance of Matters of this Nature.

EXTRACT of the General Letter from Bengal, dated 14th January 1780.

Par. 72. In Obedience to the Order contained in the 139th Paragraph of the same Letter, we abolished the Office of Commissary of Law Suits, and directed the Salary annexed thereto to be discontinued; advising Mr. Naylor, who had been appointed to that Duty, of your Pleasure, as well in this respect, as regarding the encreased Charges which he was allowed to make for conducting the Law Business of the Company, as their Attorney. A Letter from him on the Subject of these Orders is before the Board of Inspection, who will inform you what may be the Result of it.

EXTRACT of Bengal Revenue Consultations, the 23d December 1777.

The Governor General delivers in the following Minute:

Governor General—In the Suit which was lately instituted in the Supreme Court of Judicature, by Dattaram Junuffdar against the Custom Master, the Board are furnished with an Instance of the loose and defective Manner in which the Interests of the Company and the Privileges of Government are defended in that Court. I quote this, not as the most striking, but as the most recent Instance of the Kind which has occurred among many others, and which all strongly urge the Necessity of providing some Means for the better Management of the Causes in which the Company are either immediately or eventually concerned. The Effect of successful Prosecutions carried on against the Company and their Agents, is very alarming. The Bulk of the People, who see only the Event, and are ignorant of the Causes which produce it, are tempted to conclude, that the same Issue must always attend every Suit in which the Company is a Party. The Farmers and other Debtors of Government are thus encouraged to appeal from its just Demands to the Court; while its Agents, either checked by the Apprehension of ideal Dangers, or possibly affecting Doubts and Cautions which they do not feel, will naturally grow remiss in their Demands, and suffer heavy Balances to accumulate from Persons capable of discharging them, and justly responsible for them. The Authority of Government will be disputed, or but feebly supported by its own Officers, from the same Cause. Even the Ministers and Trustees of Government themselves, will dare to withhold

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hold its Property entrusted to their Charge, and run to the Court with Cries of Oppression, if an Attempt is made to wrest from them their Embezzlements, as was very lately the Case with Surroop Chund, the Keeper of the public Treasury at Dacca. The Board seldom hear of these Suits till their Decision is past; when they find, that from the Want of Evidence on the Part of the Company, from the Want of Instructions to their Counsel, and sometimes from technical Informalities, which the Judges themselves, as I am well informed, have often laboured to correct, Judgment has been given against them, and their most regular Acts subjected to Censures, on Grounds either wholly false, or so discoloured in their Appearance as to shew a false Tendency in them, though established by legal Evidence, and sometimes even admitted by their own Advocates. The Reason of this is evident; the Parties against the Company are strongly interested to defend their Suits; it is neither the separate Interest, nor separate Duty, of any one to defend those of the Company, excepting their Advocates and Attorney, who can only work with the Materials that are provided for them.

I think it appears, in the Cause to which I have alluded in the Beginning of this Minute, that the Attorney drew out the Brief for the Counsel without any Materials whatsoever which had a Relation to the immediate Cause of Action. From the little Knowledge that I pretend to possess of the Law, and from the general Principles which have been declared by the Judges at various Times from the Bench, I have good Reason to believe, that had this Cause been properly managed, that is to say, had the real Facts and Authorities on which its Issue depended been truly and wholly stated, it would have been decided in Favour of the Custom Master; and I trust, that whenever the Power under which he acted shall be duly canvassed and finally understood, it will receive that Sanction from the Judges which we have hitherto found them disposed to give to every Right of the Company equal y with those of Individuals, when they have been regularly established before them.

To the Evils which I have enumerated, may be added the Discredit which the Court itself suffers in the Opinion of the Public, by being thus made the Instrument of private Fraud and Licentiousness, from the untenable Grounds on which the Company's Causes are justified, and the imperfect Manner in which they are defended: For, in almost every Suit that thus comes before the Court, and in every one that relates to the Revenue, the Issue depends on a Knowledge of the Constitution of this Government, and of the Customs of the Country. The Rights of this Government, and the reasonable Customs of this Country, the Court have repeatedly declared, that they consider as equally binding with the Common Law of England. But they can only judge from the Evidence which is brought before them; and unless the former are explained and supported, and the latter established, the Court must be compelled to give a Decision against the Company.

I know but One Remedy for these Defects; and that is, to commit the direct Charge of all the Company's Law Business to One Man, or to One Body of Men, who shall be responsible for it. I believe there is not in England any large Society or Corporation without a Trust of this Kind. The City of London, and our Honourable Employers, have Committees appointed for this special Purpose; and surely the Concerns of the East India Company in India are as intricate and multifarious, and subject to as many Questions of Law, as they can possibly be in England; yet there they have an Attorney, and a numerous Body of the most eminent Counsellors to assist them.

We are promised the Assistance of an Attorney General, whose Abilities and Knowledge may secure us from many Difficulties and Errors in which we have been, and must continue to be involved, till his Arrival; but his Assistance can only begin with the Law Process, where it is proposed that the Charge to which I have alluded shall end. This will consist in the Collection of the crude Materials. It is a Labour which, as I observed before, can only be performed by One Man, or Set of Men, specially bound to perform it, and unincumbered with other Duties: The Board has not Time for it: The Provincial Councils are at too great a Distance; they are also occupied with other Duties, and may be Parties: The Officers of the Law want both the Language and the practical Knowledge requisite for such Compilations, and will require them from others. They must be furnished by those whose Experience and Habits best qualify them for such a Work.

Though to collect, to arrange, and to combine the various Kinds of Evidence, which will be necessary for the Defence of the Suits in which the Company may be involved, will require a very extensive Knowledge of their Constitution, and of all their official Departments; yet it is a Labour which, from the Nature of it, cannot, I think, be divided; and, from the Experience which I have had of the Aptness with which a Number of Persons, however small, who are jointly entrusted with the same Business, embarrass it in factious Contests, or suffer it to sink into Neglect, as their Pride or Interest may excite Competitions for superior Influence amongst them, or their Indolence prompt them to throw on each other the Duties which are attended with a greater Degree of Fatigue than of Credit or of Profit, I am inclined to prefer a single Person, for the Execution of this Trust, to a Committee: And for this Reason, and on the Grounds which I have premised, I now submit the following Plan to the Judgment and Decision of the Board.

1st. That an Office be constituted, under the Name of The Office of Law Suits.

2d. That it be under the Direction and Charge of a single Person, a Civil Servant of the Company, who may be stiled Commissioner of Law Suits, with the Nomination of his own Officers, and Assistants, and Servants.

 3d.

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3d. That he be allowed the following Monthly Establishment:

Salary —	
House Rent —	
Writers, Moonshies, Mohrirs, and Contingent Charges	
Total —	

4th. That it be his Charge to prepare Materials for the Company's Attorney and Standing Counsel.

5th. That the Provincial Councils, Collectors, and Heads of Offices, be directed to correspond with him, to advise him of every Cause on its Commencement, in which they, or their Agents or Dependants, are concerned, and which may affect the Company's Interests: That they furnish him with all the Exhibits and Evidences, and other official Documents which they themselves may judge necessary, or he may require; and cause such of their official Servants and Ministers, or others subject to their Authority, to attend him if required.

6th. That the Company's Attorney be directed to receive and follow his Instructions, and to make all Reports to him which may be necessary for the Knowledge of the Board.

7th. That he keep a Diary of all his Proceedings, and deliver to the Board regular Monthly Copies of them, with Monthly Registers of all Causes, stating the Dates of their Commencement, Parties Names, the Subject and Amount, and the Rules of Court, Orders, Judgments, and Decrees, made therein.

8th. That the Court be moved to grant to him the Privilege, hitherto allowed to the Secretary of the Board of Revenue, to inspect the Books of the Prothonotary's Office, and to take Copies of Writs issued against the Servants and Agents of the Company, and of the Affidavits on which they were granted, and to take Copies of the same, but under the like Oath of Secrecy as is prescribed to the Secretary of the Board of Revenue.

The Necessity of these Regulations, if it exists, will be self-apparent. They prescribe a Variety of minute Operations, which appear to be absolutely necessary to every Cause in which the Company may be engaged, independently of the professional Part, which rests with the Attorney and Advocates. These Duties have been hitherto either wholly neglected, or left at large to the gratuitous Charge of such of the Officers or Servants of the Company as have chanced to be most interested in them; and perhaps it may be entirely owing to this Cause, that the Company has as yet had the ill Fortune to lose almost every Cause in which they, or their Agents for them, have been Parties; and in those in which they have succeeded, have been frequently obliged to the Court for repeated Amendments and Delays. But with such Aids as I now propose to the Board, the Jurisdiction of the Court, so far from obstructing the Collection of the Revenue, may be useful in rendering the Laws and Usages of this Country more accurately fixed, and universally known, and in obliging our Officers more steadily and uniformly to adhere to them.

If the Board concur with me in Opinion of the Necessity of erecting the Office which I have proposed, the Propriety of the Duties which I have assigned to it, will admit of little Doubt, and other Regulations will probably occur to the other Members of the Board in their Consideration of the Subject. The Sums which are to be allowed to the different Servants of the Establishment, I have left Blank, because I think these ought to be filled up at the Board. I own that I could have wished to have provided for the Establishment of the Office by Fees, or by a Commission on the Amount of the Suits; a Mode which, if it were in my Power, I would apply to every Office in the Service: But the Novelty of the Office renders it impossible to ascertain these Fees, and I am therefore obliged, for the present, to propose the usual Mode of fixed Allowances.

Ordered, That Copies of the above Minute be circulated to the Members, for their Consideration of the Question proposed.

EXTRACT of Bengal Revenue Consultations, the 30th December 1777.

Resumed the Consideration of the Governor General's Minute of the 23d, regarding the Appointment of a Commissioner of Law Suits.

The Members of the Board deliver in their Opinions thereon as follows:

Mr. Wheler.—My Residence in this Settlement is yet much too short, to furnish that local Knowledge which is necessary to enable me to decide upon the Utility of the Honourable Governor General's Proposal for constituting an Office of Law Suits; but, as I am informed that the ill Success which has attended the Company in most, if not all, the Suits which have either been commenced or defended by the Orders of the Governor General and Council, since the Establishment of the new Charter of Justice in this Country, are attributed to the Want of a judicious and proper Arrangement of those Materials and Facts, on which alone the several Causes were defensible, I am of Opinion, that an Office for the Purpose of preparing Materials for the Company's Attorney

and

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and Standing Counsel, if subject to the Inspection of the Governor General and Council, and under such proper Regulations and Restrictions, as may effectually prevent the Person so appointed from abusing the Trust reposed in him, may prove of Utility to the Company's Affairs.

25th December 1777. (Signed) Edw^d Wheler.

Rev^e Board, 25th Dec^r 1777.

Mr. Francis.—In Answer to the Governor General's Minute, proposing the Institution of an Office of Law Suits, for the better Management of Causes in which the Company may be concerned, I cannot help expressing my Opinion, That the Inconveniences we have hitherto experienced in the Conduct of Business in the Supreme Court, have been in general much more owing to the Want of a learned and able Advocate to defend our Rights, than to any Defect of Materials, or the Negligence on the Part of our Officers in furnishing the Counsel with sufficient Instructions. This I believe to be generally true, without any Exception but the single Case of Datteram Jurnuffdar. The Appointment of an Advocate on Behalf of the Company, was strongly recommended to them by General Clavering, Colonel Monson, and myself, before we left England. I very much doubt whether any Measures we can take here, before Sir John Day's Arrival, will produce the good Effects intended by the Governor's Proposal, or materially answer his Expectations. Nevertheless, as it is possible that some Benefits may be derived from the proposed Institution, I am not averse from trying the Effect of it as an Experiment, to be confirmed or relinquished hereafter as Experience may direct; provided always, that the Salary and Allowances to be annexed to the Office are reasonable and moderate.

(Signed) P. F.

Mr. Barwell.—I agree to the Institution of the Office proposed.

Resolved, That the Office of Law Suits proposed by the Governor General, and entered in Consultation the 23d Instant, be constituted.

The Governor General requests the Opinions of the Members of the Board on the Establishment, and proposes the following Sums, if they shall receive the Approbation of the Board.

Salary	—	1,200
House Rent	—	400
Writers, Moonshies, Mohrirs, &c.	—	400
		2,000 per Month.

Mr. Wheler.—I agree.
Mr. Francis.—I acquiesce.
Mr. Barwell.—I acquiesce.

Resolved, That the Establishment, as above proposed, be approved.

Governor General.—I beg Leave to recommend Mr. Bogle for this Office.

Agreed, That Mr. Bogle be appointed Commissioner of the Office of Law Suits.

Agreed, That the following Letter be circulated to all the Provincial Councils and Collectors.

CIRCULAR LETTER.

Having thought proper to constitute an Office of Law Suits, which is to be superintended by Mr. George Bogle, as "Commissioner of Law Suits," who is to prepare Materials for the Company's Attorney and Standing Counsel; we direct you to correspond with that Gentleman; to advise him of every Cause on its Commencement, in which you, or your Agents or Dependants, are concerned, and which may affect the Company's Interests: That you furnish him with all the Exhibits and Evidences, and other official Documents, which you yourselves may judge necessary, or he may require, and cause such of your official Servants and Ministers, or others subject to your Authority, to attend him, if required.

Fort William, We are, &c.
30th December 1777.

Ordered also, That the Heads of Offices be advised of this Institution.

APPENDIX, No 100. D.

PROCEEDINGS of the Governor General and Council in 1782, relative to SIR JOHN DAY.

EXTRACT of the General Letter from Bengal, dated 7th January 1782.

Par. 37. WHEN we thought it necessary, in Obedience to your Orders, to stop the extra Allowance granted to Sir John Day, your Advocate General, which you disapproved of; he relied so much upon your more favourable Consideration of his Case when it should come before you as stated in his Letters, and referred to you by us, that he solicited to have the Allowance continued to him in the Interim. We offered to comply with his Request, provided he would sign an Obligation to refund the Amount which he might receive, in case of your confirming your former Orders. Not chusing at that Time to sign to such a Condition, the Allowance continued to be withheld from him; but having since signified his Acquiescence in our Proposal, and executed an Instrument by which he binds himself to repay the Amount that may be issued to him on account of this extra Allowance, if you further disapprove of it, and in consequence of your Orders for that Purpose a Demand shall be made on him for the same, within the Period of Two Years from the Date of the present Dispatches, we took off the Suspension of it, and ordered the Arrears likewise to be paid to him: We therefore wait your ultimate Decision on this Point, and request that you will be pleased to transmit us your Orders in Time, to produce their due Effect.

EXTRACT of Bengal General Consultations, the 13th June 1782.

Read the following Letter from Sir John Day.

Honourable Sir, and Gentlemen,

Knowing how importantly you have been employed, since the Governor General's Return to the Presidency, I have hesitated to draw your Attention for a Moment to my Situation; and, in the Belief that my last Address would be brought forward as soon as there should be Respite from more momentous Business, I have waited thus long in silent and anxious Expectation.

I now beg Leave to remind you, that by your Resolution of the 8th October 1781, the Order of the Court of Directors, to discontinue my encreased Allowances, having been suspended conditionally "that I pledged myself to refund if they should disapprove;" I did not decline the Indulgence offered, though qualified with such Condition; but, as many Reasons, resulting from the peculiar Circumstances of my Situation, and from the Change which, by an Act of this Government, had, since the Institution of my Office, taken place in the Nature of my Engagements with the Company, suggested themselves, why in my Case such Condition should not have been imposed, in my Address of the 24th of last September I simply stated those Reasons, confident that they would be considered with Attention, and all the Weight allowed them to which they might appear to be entitled.

The Order upon that Representation was, "That it should stand over for the Consideration of a "fuller Board; and that, in the Interim, a Copy thereof should be transmitted to the Governor "General," then beyond the Provinces.

I am now to request, Gentlemen, that you will please to take it into your Consideration, and decide at once upon the Reasons it contains; that I may be relieved from a long and painful Suspense; and whatever your Determination may be, that I may endeavour to conform thereto.

I have the Honour to be, &c.

May the 30th 1782. (Signed) John Day.

Re-considered the Letter from Sir John Day, entered in the Consultation 8th October last.

Ordered, That Sir John Day be informed, that the Board cannot dispense with the Obligation required by the Resolution of the 6th August, on Condition of suspending the Orders of the Court of Directors respecting the Reduction of his Allowances.

EXTRACT of Bengal General Consultations, the 17th June 1782.

Read a Letter, as follows, from Sir John Day.

Honourable Sir and Gentlemen,

If it had appeared to you, that you could, with Safety to yourselves, and consistently with your Duty to the Company, have agreed to an unconditional Suspension of the Order from Home, by which I am affected, the Condition against which I have remonstrated would not, I am persuaded, have been now insisted upon.

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Many pressing Considerations dissuade me from declining, at this Time, any proffered Advantage, however inconsiderable and precarious; I therefore accept my restored Allowances, subject to the Condition imposed, in the Hope, that a better Knowledge of me, and a more clear Conception of my Situation, of the few Advantages annexed to it, and the discouraging Prospect it affords, may, when this Matter shall be again agitated at Home, inspire a more favourable Disposition towards me.

Till then I have only to request, that in the Engagement I am to enter into, some certain Period may be mentioned, before which, if the Disapprobation of the Company shall not be announced, the Obligation shall be void.

Calcutta, 17th June 1782.

I have the Honour to be, &c.
(Signed) John Day.

Agreed, That the Allowance which was struck off by the Order of the Court of Directors, be repaid to Sir John Day, upon his signing the Bond required; and that Two Years be limited from the next Dispatch for the Duration of his Engagement.

APPENDIX, N° 101.

PROCEEDINGS relative to the Law Suit ordered to be commenced against Mr. Barwell, subsequent to the 11th of January 1779.

EXTRACT of the General Letter from Bengal, dated 1st February 1779.

11th January. 25 D°. WE beg Leave to point out to your Perusal the Minutes noted in the Margin. By these you will be informed, that Mr. Barwell, after having waited long in Expectation of the Arrival of Sir John Day, moved, That the Suit which you had ordered to be instituted against him, might no longer be delayed, as the State of his Health had long since rendered it necessary for him to return to Europe, and the Season being far advanced, did not allow him much longer Time to take his Resolution. The Governor General deeming it of the most essential Consequence to the Success of the Measures undertaken with Mr. Barwell's Sanction and Concurrence, to engage his Stay for the Support of them, earnestly intreated him to lay aside his Intention of going to Europe; which in consequence he has accordingly done.

EXTRACT of Bengal General Consultations, the 11th January 1779.

Mr. Barwell delivers in the following Minute:

11th January 1779.

My Silence on the Orders of the Court of Directors, as far as those relate to myself, has hitherto been influenced by the same Candour that led me to instruct my Agents in England to bring the Question forward, relative to the Right of the Company to the Advantages I am charged to have drawn from manufacturing the Salt at Dacca, while Chief of that Subordinate. Sir John Day, whose Arrival was daily expected, I wished to wait for, in order to avoid the Appearance of precipitating this Question to a legal Decision. A few Days now must either land Sir John Day in Bengal, or bring certain Intelligence that he has been intercepted in his Passage, and is not to be expected, having sailed in the Southampton, in Company with the Nassau, Ten Days before the Besborough left the Coast, which last Ship has been arrived here upwards of Twelve Days.

To continue silent any longer, might be interpreted a Wish in me to decline the Trial, that, thro' my Agents in England, I have demanded; a Wish the most distant from my Thoughts; for I desire nothing more ardently, confident, that whether the Right of the Company to claim from me shall or shall not be established, it affords me the only Opportunity I can have to vindicate my Fame, and dispel the Cloud Artifice has thrown over this Transaction.

Was I to answer the Claim of the Company, it would indeed relieve me from the Trouble of vexatious Litigation; but the End would not be answered by my Compliance; so far from it, the very Compliance would be urged as a Confession of Delinquency on my Part, and to proceed from Conviction of my having usurped on the Rights of the Company. Tho' I would with Pleasure sacrifice my whole Fortune to ensure the good Opinion of the World, I would not, to purchase Ease to myself, forfeit that Opinion. If I have encroached on the Rights of the Company; if I have benefited myself at their Expence, the Fact will be easy to establish: I have no Choice left (for as no Merit has been given me for the Offer I made to submit myself to the Company, and as a most unjustifiable Advantage has been attempted to be made of that Offer, by first declining it,

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it, and deſcending to Abuſe, and then giving Orders upon it, as if it had been rejected, when called upon by me, in the Perſon of my Agent, to bring home the Charge of Delinquency) but to appeal to the Laws of my Country; thoſe, I flatter myſelf, will decide the Queſtion unequivocally; and ſhould their Deciſion deduct from my Fortune, I am ſatisfied they will likewiſe do Juſtice to my Character, which has been both unfairly and injuriouſly treated.

As the State of my Health has long ſince rendered it neceſſary for me to return to Europe, I have waited only for a proper Opportunity; the Seaſon is now far advanced, and will not allow me much longer Time to take my Reſolution eſſentially. As I ought to conſider myſelf concerned in whatever Arrangements may have been made for the Conſtitution of the new Government, I could therefore wiſh the Claim made upon me by the Court of Directors, in their Letter of the 4th March 1778, brought as ſpeedily to iſſue as the Forms of a Court of Juſtice will admit; and in conſequence move, That it be immediately ſubmitted to the Company's Lawyers, and that they be properly inſtructed to proſecute upon it.

Mr. Francis—The ſame Motive which appears to have Weight with Mr. Barwell, has hitherto reſtrained me from moving to carry the Company's Orders into Execution; I mean the Abſence of the Company's Advocate General, whoſe Advice and Aſſiſtance we are expreſsly referred to. I can have no Objection to the Motion, hoping ſtill that Sir John Day will arrive Time enough to take Charge of the Proceedings. As an Amendment, or rather an Addition to Mr. Barwell's Motion, I beg Leave to move, that it be extended to all the Perſons mentioned in the Company's Orders above quoted.

Mr. Barwell—I could wiſh Mr. Francis to decline his Amendment, and to allow my Motion to ſtand ſimply as propoſed; and I am willing to flatter myſelf with his Acquieſcence. I do not imagine he thinks there is any urgent Neceſſity to induce him to inſiſt upon it.

Governor General—I agree to Mr. Barwell's Motion. That introduced by Mr. Francis, I conſider as a new Queſtion, totally foreign from the original one; and I object to it for the following Reaſons. The Proſecution cannot be conducted either ſo ably or effectually under the preſent Conſtitution of our Law Department, as by the Advocate General appointed by the Company. Should any material Defect or Omiſſion be found in the Firſt Proceſs, I much fear, from the Prejudices with which the Acts of Part of this Adminiſtration have been examined at Home, that they will be imputed to Deſign. Beſides, I cannot agree to involve Mr. Barwell's Proſecution with that of others, and to make him the oſtenſible Inſtrument of them, by ordering them in conſequence of a Propoſal made by him. Many Suits commenced at the ſame Time, under our preſent Want of Knowledge in legal Forms, would only ſerve to embarraſs, and give Occaſion for the Defects of which I have expreſſed an Apprehenſion. I do not think that it is ſo likely to prove the Caſe, if the Suit againſt Mr. Barwell be ſingly undertaken; and before much Progreſs can have been made in it, it is very likely that the Board will be furniſhed with the Relief and Aids expected from Sir John Day's Arrival: His Paſſage has not yet been unuſually long, for the Seaſon of the Year in which he embarked. Whenever he arrives, I will promiſe to be the firſt, if I am permitted, to renew the Motion now made by Mr. Francis.

Mr. Francis—I acquieſce.

Mr. Wheler—I agree to Mr. Barwell's Motion.

Agreed to Mr. Barwell's Propoſition, and ordered accordingly.

Ordered, That the Secretary do ſignify to the Secretary of the Revenue Department, that the Board have reſolved, in Conformity to the Orders of the Court of Directors, to proſecute the Company's Claim on Mr. Barwell in the Supreme Court of Judicature; that the Commiſſioner of Law Suits muſt therefore be furniſhed with ſuch Informations and Documents from the Revenue Department, as may be neceſſary for conducting the Suit.

Ordered, That the Commiſſioner of Law Suits be alſo adviſed of the Board's Reſolution.

EXTRACT of the Diary of the Commiſſioner of Law Suits, 20th January 1779.

Received the following Letter from the Secretary to the Board of Revenue.

To George Bogle, Eſquire, Commiſſioner of Law Suits.

Sir,

The Honourable the Governor General and Council having reſolved, that the Claim made by the Court of Directors upon Mr. Barwell, in their Letter of the 4th March 1778, be immediately ſubmitted to the Company's Lawyers; and that they may be properly inſtructed to proſecute upon it in the Supreme Court of Judicature; I am to deſire that you will proſecute the ſaid Claim accordingly. For this Purpoſe you will herewith receive an Extract of the Company's General Letter of the 4th March 1778, with the Opinions of the Company's Standing Counſel and Solicitor, referred to in it, together with ſuch other Papers as appear to me neceſſary for your Information and Guidance. Should any further Materials appear to you neceſſary for the Proſecution of this Cauſe, I requeſt you will be pleaſed to inform me, that they may be furniſhed you accordingly.

I am,
Sir,
Your moſt obedient humble Servant,
(Signed) George Hodgſon, Sec^ry

Revenue Dep^t
Fort William,
the 19th Jan^y 1779.

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EXTRACT of Diary of Commiſſioner of Law Suits, 13th January 1779.

Received the following Letter from the Secretary to the Governor General and Council.

To Mr. George Bogle, Commiſſioner of Law Suits.

Sir,

I am directed by the Honourable Governor General and Council to acquaint you with their Reſolution, "That the Claim made upon Mr. Barwell by the Court of Directors, in their Letter of the 4th "March 1778, ſhall be immediately ſubmitted to the Company's Counſel, and the Attorney properly "inſtructed to proſecute upon it." You will therefore receive Inſtructions to this Effect from the Secretary of the Revenue Department, with ſuch Informations and Documents as he may be able to furniſh you, for the Execution of them.

Council Chamber,
the 11th January 1778.

I am,
Sir,
Your moſt obedient humble Servant,
(Signed) J. P. Auriol, Sec^y.

EXTRACT of Diary of Commiſſioner of Law Suits, 22 January 1779.

In conſequence of the Letter from the Secretary to the Board of Revenue of the 19th Inſtant, gave the following Inſtructions to the Company's Attorney.

Mr. Naylor.

Sir,

The Honourable Governor General and Council having reſolved, that the Claim made by the Court of Directors on Mr. Barwell, in their Letter of the 4th March 1778, (Extract of which goes incloſed) be immediately ſubmitted to the Company's Lawyers, and that a Proſecution be forthwith commenced againſt Mr. Barwell, in the Supreme Court of Judicature; I now tranſmit to you the Proceedings of the Board, and other Papers relative to this Claim, agreeable to the incloſed Liſt, as Materials for inſtituting a Suit, in purſuance of the Orders of the Court of Directors and the Honourable Board.

I am,
Sir,
Your moſt obedient humble Servant.

EXTRACT of the General Letter from Bengal, dated 29th March 1779.

At the particular Inſtance of Mr. Barwell, we have directed your Attorney on Record to proſecute the Company's Claim upon him; and the Advocate General has been directed to bring this Matter to iſſue as ſpeedily as the Forms of a Court of Juſtice will admit. We have alſo directed the Advocate General to commence and conduct the Proſecution ordered in the 77th, 78th, and 79th Paragraphs of your General Letter, dated 4th March 1778.

EXTRACT of Bengal General Conſultations, the 15th March 1779.

Mr. Barwell—I have already expreſſed my Wiſh, that the Claim made upon me by the Court of Directors, in their Letter of 4th March 1778, might be brought as ſpeedily to Iſſue as the Forms of a Court of Juſtice would admit; and on the 16th January laſt it was reſolved and ordered, that a Proſecution ſhould be immediately commenced, to eſtabliſh the Right of the Company. As a Delay proves vexatious to me in the greateſt Degree, I think it neceſſary, after having waited Two Months, to remind the Board of their Reſolution of the 11th January, and to deſire that it may be repeated, both to the Attorney at Record, and Sir John Day, the Advocate General.

Reſolved, in the Terms of Mr. Barwell's Motion.

The Governor General—I move that Copies of the 77th, 78th, and 79th Paragraphs of the General Letter of the 4th March, together with the Report of the Company's Solicitor General of the be delivered to our Advocate General; and that he be directed to conduct the Proſecutions ordered by the former; and that the Secretary to the Revenue Department do furniſh him with all the Evidences contained in the Conſultations of his Department, which may ſerve to eſtabliſh the Company's Claims on the ſeveral Perſons who are the Objects of them, and at this Time ſubject to the Juriſdiction of the Supreme Court.

Reſolved according to the Governor General's Motion.

The Secretary is therefore directed to iſſue the neceſſary Orders to the Advocate General, and to the Secretary of the Revenue Department.

EXTRACT

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EXTRACT of Bengal Revenue Consultations, the 18th May 1779.

The Secretary lays before the Board the following Letter, which he has received from the Company's Attorney.

To Geo. Hodgson, Esq^r, Secretary.

Sir,

I must request that you will inform the Honourable Board, that in the Suit which I have lately been directed to institute against Mr. Barwell, it is the Opinion of the Advocate General, that it cannot with Propriety be instituted against Mr. Barwell alone, but must be brought against all the Gentlemen pointed out, as well by Mr. Smith, the Company's Solicitor in England, in his Report, as by the General Letter of the Honourable the Court of Directors. It would not be sufficient that Mr. Barwell would stand forth and take upon himself the whole Responsibility, if other Persons appear to be interested. It is a Principle in Equity, that all interested Parties must be before the Court, or otherwise they will not make a Decree; the Court will in all such Cases know who were the Parties engaged, and judge who ought to be the responsible ones. I beg therefore to be favoured with the Resolutions of the Honourable Board, whether I am to file the Bill against all those Gentlemen now in Bengal, who appear to have been concerned in the Transaction.

Calcutta, 14 May 1779.

I am, Sir, &c.
(Signed) N. Naylor,
Att^y to the Hon^ble Comp^y.

Ordered, That the Attorney be informed, that the Board approve of the Mode which he has recommended; but they leave it to him to adopt that, or any other which may be best calculated to answer the Intentions of the Court of Directors relative to the Suit against Mr. Barwell.

EXTRACT of the Revenue Letter from Bengal, dated 10th January 1780.

In the 15th Paragraph of our Letter by the Gatton, we apprized you of the Suit which we had directed to be commenced against Mr. Barwell, in Obedience to your Commands of the 4th March 1778. The Company's Attorney having acquainted us, that it was the Opinion of the Advocate General, that the Suit could not with Propriety be instituted against Mr. Barwell alone, but that it must be brought against all the Gentlemen pointed out, as well by Mr. Smith your Solicitor in England, in his Report transmitted to us, as by your Commands above quoted; and that it would not be sufficient that Mr. Barwell should stand forth and take upon himself the whole Responsibility, if other Persons appeared to be interested; requesting, at the same Time, Instructions for his Guidance; we accordingly directed the Attorney to adopt any Mode which might appear to him best calculated to answer the Intention of your Honourable Court relative to the Suit against Mr. Barwell.

We have been since apprized by the Company's Attorney, that great Difficulty and Delay are likely to be expected in serving the Process of the Court on the Parties included in the Bill, which amount to no less than Seventeen Persons; most of whom are resident at different Parts of the Provinces, and some of them Natives of considerable Note.

EXTRACT of Bengal Revenue Consultations, the 30th July 1779.

The Secretary lays before the Board the following Letter, which he has received from the Company's Attorney.

To George Hodgson, Esquire, Secretary to the Honourable Board of Revenue.

Sir,

The Bill for the Recovery of the Monies received by the Servants of the Honourable Company, from Salt Farms in the Province of Dacca, being now prepared agreeable to the Instructions of the Advocate General, and in Conformity to the Report of the Solicitor at Home, includes no less than Seventeen Persons as Parties, most of them resident at different Parts of the Provinces, and some of them Natives of inconsiderable Note, in serving the Process of the Court on whom, great Difficulty and Delay may reasonably be expected; and as I am induced to collect from the original Instructions of the Honourable Board, and the Directions which I have since received to expedite the Suit, that it is not only their Wish, but their Expectation, speedily to receive a Decision therein, I think it my Duty to apprize the Honourable Board of the Circumstances, before the Bill is filed, and some of the Parties served with Process to answer.

Calcutta, 30th July 1779.

I am, &c.
(Signed) N. Naylor,
Att^y to the Hon^ble Comp^y.

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APPENDIX, N° 102.

COURT'S ORDERS of 12th July 1782, relative to Law Suits.

EXTRACT of the Company's General Letter to Bengal, dated 12th July 1782.

Par. 74. HAVING, in several of our Letters to you, since 1773, ordered legal Proceedings to be taken against sundry Persons therein named; we direct that you lose no Time in bringing these several Suits to Determination, and particularly inform us of the State thereof, the Grounds of Defence, and when they may probably be brought to Trial.

75. As it is highly necessary that we should be regularly informed, from Time to Time, of the State of the Law Suits in which the Company is engaged with Europeans: We therefore direct that you send us in Duplicate an Account of all such Suits which have been commenced, or ordered to be commenced, in the Supreme Court, wherein the Company are Parties, and the State of the Proceedings that have been had therein.

APPENDIX, N° 103.

Mr. LAW'S Evidence respecting SALT PETRE.

EWAN LAW, Esquire, attending according to Order, was asked, In what Manner the Salt Petre Trade was conducted before the Company had established a Monopoly of that Article in the Province of Bahar? to which he said, He believes the Salt Petre Trade was always considered as a Monopoly, and granted by the Subahs as a Matter of Favour to different Persons. Being asked, In what Manner the Foreign and Native Merchants purchased this Article before the Establishment of the English Influence? he said, It could only be bought from the Manufacturer, in the First Instance, by those Persons who were allowed to trade in it, and all other Persons must purchase from them.

Being asked, In what Manner the Company's Investment for Salt Petre is now provided? he said, The whole Quantity of Salt Petre produced in the Province of Bahar, is brought into the Company's Factories, and certain established Prices allowed for it, and no other Persons whatsoever are permitted to trade in this Article. Being asked, Whether those Prices ever vary? he said, He believes not; but that may be immediately ascertained by a Reference to the Company's Accounts.

Being asked, Whether Salt Petre is provided by Contract or Agency? he said, By Agency.—Being asked, Whether any Advances are made to the original Providers or Manufacturers of that Commodity? he said, Advances are certainly made to the larger Assamies, or Persons who collect from small Manufacturers; but he is not clear, whether Advances are made to the First Provider. Being asked, In what Proportion to the Quantity provided are the Advances made? he said, He does not believe there is above One Fourth advanced at a Time; but as they deliver in Salt Petre, fresh Advances are made. Out of this he excepts old Balances. He said, It has been constantly recommended by the Supreme Council at Calcutta to the Council at Patna, to use their Endeavours to recover the large outstanding Balances due from the Salt Petre Assamies; but I believe they have been able to recover only a small Part of the Balances. Being asked, What Methods they used to recover the Balances? he said, Peons have been placed over the Assamies from whom Balances have been due, and Deductions have been made from the established Price, in Payment for the Quantities they at different Times delivered in. Being asked, What has been the Effect of making these Deductions? he said, Small Sums have been recovered; but he believes the Price given for Salt Petre is too low for much being gotten in that Way. Being asked, Whether the Assamies always carry on their Manufacture with equal Success? he said, The Quantity which any particular Assamie is able to procure, will, he thinks, vary; but the Expences of the Manufacturer is nearly the same.

Being asked, What he conceives would be the Consequence of laying open the Trade of Salt Petre to the Manufacturer, to the Trade of the Country at large, or to the Company, considered either as a commercial or a political Body? he said, Supposing the French and Dutch Companies to be established as heretofore in Bengal, there certainly would be a Struggle for this Article, which would of course be beneficial to all those concerned in the Manufacture; supposing that Government refrained from taxing their Advantages, the Quantity procured by the English Company would either by these Means be lessened, or the Price very much enhanced to them; therefore, as a commercial Body, he should consider them as Losers; in their political Capacity, they might perhaps gain, by the Extension of the Trade. Being asked, How the Foreign Companies, in Time of Peace, are supplied with this Article? he said, They receive from the Factories at Bahar a certain Quantity, and at a Price settled with the Government at Calcutta.

Being asked, What other Articles of Investment are made on the Company's Account in Bahar, besides Salt Petre and Ophium? he said, Cloths, and some few Drugs.

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APPENDIX, N° 104.

An ACCOUNT of the Quantity of Salt Petre imported by the East India Company since the Year 1770; distinguishing the Annual Quantity.

			Tons.	Cwt.	qrs	lb.
In the Year	1771	imported neat —	1,895	5	—	—
	1772	D° — —	2,366	19	—	—
	1773	D° — —	1,935	2	—	—
	1774	D° — —	1,687	1	—	—
	1775	D° — —	1,412	3	—	—
	1776	D° — —	1,745	13	—	—
	1777	D° — —	2,017	9	—	—
	1778	D° — —	1,397	15	—	—
	1779	D° — —	652	—	—	—
	1780	D° — —	1,324	8	—	—
	1781	D° — —	2,216	14	—	—
	1782	D° — —	364	12	—	—
	1783	D° — —	369	15	—	—
		Neat Tons —	19,384	16	—	—

East India House,
the 13th June 1783.

Sam[l] Nicoll, Accoun[t].

APPENDIX, N° 105.

An ACCOUNT of the Quantity of Salt Petre allowed to the French, Dutch, and Danish Factories, from 1770 to the last Accounts received.

	French.	Dutch.	Danish.
	Maunds.	Maunds.	Maunds.
1770-1	18,000	23,000	4,000
1771-2	—	23,000	—
1772-3	—	22,000	5,000
1773-4	—	22,000	7,000
1774-5	—	25,000	12,000
1775-6	13,000	23,000	6,000
1776-7	14,000	—	6,000
1777-8	27,000	23,000	6,700
1778-9	11,000	23,000	1,300

Errors excepted.

East India House,
18th Febr[y] 1783.

John Annis,
Auditor of Indian Acco[ts].

APPENDIX,

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APPENDIX, Nº 106.

EXTRACT of the General Letter from Bengal, dated 24th March 1766.

Par. 47. WE have been disappointed by the late Arrival of the latter Part of the Salt Petre, which left Patna in the Month of November, and has been delayed on its Way ever since, owing, as we are informed, to the bad Condition of the Boats, and the Negligence of the People who have it in Charge. We have ordered 5,200 Maunds to be laden on the Ponsborne, but have given Directions to the Commander, as the Season is so far advanced, not to wait a Moment for it, or delay in the Receipt of the Bale Goods. Should he not receive to this Amount, the Master Attendant will endorse what may be deficient of the Bill of Lading, and Notice the same in his Advice of her Dispatch. The several Dispatches of Salt Petre this Season have been as follows; viz.

On Board the	Mds	Via Bombay.	Mds
Admiral Watson — —	3,000	Lord Anson — —	8,000
Grenville — —	9,000	Prince of Wales —	1,500
Kent — —	7,500	Diana — —	8,000
Ponsborne — —	5,200	Via Madras.	
		Pacific — —	7,660

EXTRACT of the General Letter from Bengal, dated 28th November 1766.

Con. 18th Aug. Par. 39. Our Salt Petre Investment this Season, with what remained in our Godowns of the last Year's Provision, will, we reckon, amount to about One hundred and Fifteen thousand Maunds; of this we have agreed to set apart 20,000 Maunds for the Supply of the Dutch, and Con. 20 June. 15,000 Maunds for the French, and have come to the Resolution of sending the following Supplies to the other Two Presidencies; viz.

	Mds
To Madras, for the Use of the Settlements — —	5,000
For Three Ships to Europe — —	12,000
	17,000
To Bombay, for the Use of the Settlements — —	3,000
For Three Ships to Europe — —	15,000
	18,000

And we shall lade on Board the Five Ships intended to be dispatched from hence, 22,000 Maunds.

EXTRACT of the General Letter from Bengal, dated 20th November 1775.

Par. 16. As the Goodwill Tender was not offered to us for conveying Treasure only, but also for any other Articles which it might be necessary to send to Bombay, we desired the Board of Trade to lade on Board her 4,000 Bags of the Salt Petre which the Presidency of Bombay had indented for; but they refused to comply, and alledged that they had engaged for other Ships to perform this Service. We since find that they really had not that Quantity of Salt Petre in the Warehouse at the Time; but, as they did not make this an Excuse for their Non-compliance, we have acquainted them with our Sentiments, that no Authority is allowed them by your Instructions, to freight any Vessel on the Company's Account, without our previous Assent or Directions; and, to avoid any undecisive Altercation with that Board, we beg Leave to submit the Propriety of their Conduct in this Instance to your Determination.

EXTRACT of a Letter from the Board of Trade at Fort William in Bengal, to the Court of Directors; dated 31st October 1775.

Par. 10. One more Subject of Difference with the Governor General and Council we think it necessary to mention, because they intimated to us that they would make a Representation to you upon it. Con. 15th Aug. On the 15th August, they sent us an Extract of a Letter from the Presidency of Bombay, requesting to be supplied with 8,000 Bags of Salt Petre, and desired that we would take proper Measures for complying with this Request. We in consequence engaged the Freight of it on the usual Terms, Con. 19th Sep. in the same Manner as we had done the preceding Year. On the 19th September, we received another Letter from the Governor General and Council, desiring that we would immediately ship 4,000 Bags of Salt Petre for Bombay, on Board the Goodwill Tender, a Vessel belonging to the Fleet under Sir Edward Hughes. We declined complying with their Desire; indeed, we had not at that Time a larger Quantity in our Warehouse than was necessary for the Cargo of the Salisbury. Their Con. 29th Sep. Observation upon this will be seen in our Consultation of the 29th September, and our Answer in that of the 6th of October; and we beg to be favoured with your Orders, whether it rests with us, or the Governor General and Council, to procure Conveyances for transporting Goods from our Department to the other Settlements, in case there are none of your Ships to be spared for that Purpose.

APPENDIX,

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APPENDIX, N° 107.

COPY of PAPERS relative to COLONEL MACLEANE acting as Agent to the NABOB of ARCOT.

Separate Proceedings of the Select Committee at Fort Saint George.

At a Committee; PRESENT,

Alexander Wynch, Esquire, Governor, President,
Joseph Smith, John Maxwell Stone,
Edward Stracey.

THE President acquaints the Committee, that he desired their meeting him, to advise them that he has the greatest Reason to think, that Colonel Macleane and Mr. James Johnson, who embarked on the Dutton, are charged with some secret Negociations from the Nabob. Monday, 13th Feb. 1775.

He has for some Time observed, that Intrigues were carrying on at the Durbar; but of late they had proceeded to much greater Lengths than he apprehended they could have done; and that the Company may have a proper Idea of them, he should lay before the Committee such Information as he had been able to obtain. From the Manner the Asiatics do all Business of this Kind, he here premises, that it must be evident to the Committee, that it will be impossible for him to prove the Facts asserted, or to detect the Parties in these Intrigues: But thus much he will take upon him to say, that he is convinced that the Events will prove, from the Assertions made to him to be true.

During the Course of the last Year, the Scheme of making Applications to other Parts were adopted; and in October Mr. James Johnson was sent to Bengal, but returned from thence before he was expected, not being able to effect the Business he went on. The Nabob, and his second Son, from this Failure of their Hopes of Success, were induced to turn themselves towards England. An Opportunity offered by the Dutton, and they embraced it, contrary to the Opinions of the Durbar. The following are the Subjects of the Embassy to His Majesty, as I am informed.

That he, the Nabob, has been long oppressed by the Company and their Servants here; and entreats His Majesty that he may not have the least Connection with, or be the least controlled by, the Governor and Council of Madras, or the supreme Council of Bengal; and wishes only to be connected with the King of England: That the Company's Troops may be withdrawn from the different Forts in the Carnatic, as, in many Respects, their being stationed there proves repugnant to his Honour and Interest; that he may have Permission to reduce the Mysore Country with his own Troops; that he may be allowed to rent the Circars to the Northward; that as there is no Moorman of Rank or Family in the Province of Bengal, &c. he hopes His Majesty will accept of his Proposal for renting the whole Soubaship.——That he, the President, understands the specious Designs of this Negociation is to have a specious Pretence for removing the eldest Son to Bengal, so that the Carnatic may be clear for the Succession of his second Son.

That the President further understands, that the Nabob has commissioned, that His Majesty may be requested to assume this Government to himself, and that the Company may be considered in no other Respect than as individual Merchants; and that he will send out People from himself to the Charge.

That the Negociation is carried on at an immense Expence, and with considerable Powers and Latitude.

Agreed, That the foregoing Intelligence be communicated to the Secret Committee of the Court of Directors, by the Ship under Dispatch.

Ar. Wynch,
Joseph Smith,
J. M. Stone,
Ed. Stracey.

To the Honourable the Chairman of the East India Company.

Sir,

I have great Reason to think, that Colonel McLean, who embarks on this Ship, is charged with some secret Negociation from the Nabob. The Scheme seems just to have taken place here, after his Arrival in May last; and that in consequence of it, Mr. James Johnson, who has been in the Service of the Nabob some Years, was sent to Bengal. I cannot find out what his Instructions were, but that he not being able to do what was required of him, returned here sooner than the Nabob expected. He was afterwards intended to be sent to Europe; but I judge, the other Gentleman going, is deemed suspicious. By what I have been able to sift into the Scheme, Part of it appears to be for his eldest Son to get a Provision at Bengal, and the second Son to follow him as Nabob of the Carnatic. The true Characters of the Two you may be informed of from the late President; and

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and what may be expected should the latter take place, which I sincerely hope never will happen. An Acquisition of more Country the Nabob also wants; and, give me Leave to say, ever will, whilst that of any other Power borders upon his.

The foregoing I thought it my Duty to advise you of; but consider this Address as to yourself, for the Information of the Honourable Court, or not, as to you may seem proper.

I have the Honour to be, with much Respect,
Sir,
Your most humble and most obedient Servant,
A^r. Wynch.

Fort Saint George,
4th February 1775.

To the Honourable the Chairman of the Directors of the East India Company.

Sir,

I had the Honour to address you Yesterday; this is to advise, that this Day at Noon Mr. James Johnson applied to me to go on this Ship, who, with Colonel M^cLean, I have Reason to think is, by the Nabob, charged with the Secret Negociation I have already mentioned to you.

I have the Honour to be, with much Respect,
Sir,
Your most humble and
most obedient Servant,
A^r. Wynch.

Fort Saint George,
5th February 1775.

To the Honourable the Chairman of the Directors of the United East India Company.

Sir,

By the Dutton, I did myself the Honour of writing you a few Lines, to advise you of the Secret Negociation the Nabob had sent Colonel Macleane and Mr. James Johnson on. The Information I have obtained regarding that Business, I have entered on the Records of the Committee, which are by this Ship sent to the Secret Committee, and to which I beg Leave to refer you.

But for your Information, and to save you the Trouble of turning to the Records, I beg Leave to give the following, and with it my Sentiments, regarding the Nabob and his Sons.

The Jealousy of the Nabob, and his Desire of Independence, has long since struck this Government. His Ambition and his Vanity prompt him to encourage those who will flatter these his prevailing Passions; and the Nabob's second Son, who is artful and intriguing, and has discovered these Weaknesses in his Father, has indulged him with the Ideas of his Grandeur, the Prospect of Independence, and the Hope of future Conquests. Dazzled with these Objects, he has transferred his Affections from his eldest Son to him; and he alone seems to govern the Carnatic at present.

That this is not Speculation or Conjecture, you will readily admit on adverting to the Conduct of the Nabob and his second Son. The Increase of his Troops to their present Number, when the Company are supposed to keep a Force sufficient (Cavalry excepted) for the Carnatic; his Application for the withdrawing the Company's Troops from Vellum, which, though privately, was nevertheless made, but which I dissuaded him from; his Refusal to admit a Company's Garrison into Tanjore, also to permit the Survey of the Roads of the Carnatic; the frivolous Argument for that Refusal, and the not giving me a List of Europeans in his Service, although often asked for it; to which I may add, the receiving of People in public Characters from Pondicherry, from whence a French Officer, Mr. Baylie, came lately here, who, in a very recent Conversation he had with the Nabob, told him, that a French War was not very distant, they having now a Minister disposed for War, and having had Offers of Men and Money from the Spaniards; Points of this Kind, it had been usual to communicate to this Government, it therefore appears the more extraordinary his not doing it: All these shew a rooted Jealousy of the Company, and ardent Desire of Independence, and which has increased with his Power; and the second Son, after having joined the Confidence of his Father to the Prejudice of his eldest Brother, and obtained the Command of the Troops, he began to increase them, encouraging every European he could get, contrary to the Opinion of this Government; and has collected a Number of Troops, and by them hopes to increase his Consequence and his Friends.

As I have mentioned to the Committee, that I understand one of the principal Objects is, to get the elder Son removed to Bengal, that the Carnatic may be free for the second Son to succeed to it, I beg Leave to request your Attention to the following:

By the Phirmaund of the Mogul, the Carnatic is given to the eldest Son and his Heirs, after the Father's Death; and the Treaty with Nizam Ally gives the eldest Son the Carnatic, which the Company were Guarantees to: The French also have acknowledged him and his Heirs as lawful Successors. To remove him to Bengal would not only be a flagrant Act of Injustice to him, but might be the Means of involving the Carnatic: For in case of the French acquiring Influence, they might not acknowledge the Second Son; nor could the elder Son be a Renter, while he had an hereditary Right to such a Government as the Carnatic. The Family would become divided; Anarchy would reign; and one general Ruin perhaps attend the Family. Connected as the Company are with it, the Evils which would fall on the Nabob's Family would be likewise felt by the Company.

 The

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The eldest Son, exclusive of his Right, is a Person of Esteem among the English, and respected by all the Country People: He is known to be firmly attached to the English, and the Interests of the Company. The Second Son is generally disesteemed, has an Aversion to Europeans, and, I believe, ardently wishes to expel them from his Country. Of the Two, there can be no Doubt which ought, in Policy as well as Justice, to succeed.

You will pardon the Liberty I take in troubling you with the foregoing, and in mentioning to you, that Mr. Stracey, who embarks on this Ship, has been for a Year past a Member of the Committee here, and for a Number of Years as Translator and Interpreter: he is fully acquainted with every Thing that has passed regarding the Politics of these Parts; to him I beg Leave to refer you for any Particulars you may be desirous of knowing, regarding them, or the present Business.

I have the Honour to be, with Respect,
Sir,
Your most obedient and most humble Servant,
A^{r}. Wynch.

Fort Saint George,
15th February 1775.

Select Committee.

To the Gentlemen of the Secret Committee for the Time being of the Honourable the Court of Directors for Affairs of the Honourable the United Company of Merchants of England trading to the East Indies.

Honourable,

The President having communicated to us some Information which he has obtained respecting an Embassy, said to have been sent by the Nabob to England, on the Dutton, by the Means of Colonel Macleane and Mr. James Johnson, we have thought proper to communicate the same to you; and they are accordingly entered on the Proceedings sent herewith.

We are,
Honourable,
Your faithful humble Servants,
A^{r}. Wynch,
Joseph Smith,
J. M. Stone,
E^{d}. Stracey.

Fort Saint George,
15th February 1775.

EXTRACT of General Letter to Fort Saint George, dated 25th November 1775.

Par. 35. The separate Minute of your Select Committee on the 13th February last, as also the Letter from that Committee to our Secret Committee, dated the 15th, and the several Letters received from Governor Wynch, dated the 4th, 5th, and 15th of the said Month, inform us of some Apprehensions that were entertained by your Select Committee, respecting some most extraordinary Designs of the Nabob of Arcot, for attempting his entire Independence of the East India Company, and providing for his eldest Son as a Renter of the Soubahship of Bengal, and his Second Son as Successor to his Highness in the Government of the Carnatic; and that these Designs, with several others of a very interesting Nature, as described in the above-mentioned Papers, were to be communicated to His Majesty, the King of Great Britain, by Colonel Macleane and Mr. James Johnson, who both returned to England in July last.

36. As you don't acquaint us, that your Intelligence of this Matter is authentic, Time therefore must discover whether this Plan of the Nabob's really exists or not.

37. Our Directions to you are, that you use every Means in your Power to obtain a Discovery of such Designs, and to give us the best and earliest Information thereof; cautiously guarding, as far as you can, against any such Attempts, so fatal to our Affairs in the Carnatic.

38. We are glad that you seem to be fully apprized of the dangerous Consequences which must arise from such Measures, and we doubt not your utmost Attention to prevent them, and that you will endeavour to preserve a good Understanding between his Highness and the Company.

NARRATIVE of the Reasons which induced Colonel Macleane to resign the Service; dated London, 13th February 1776; read in Court the next Day.

Narrative of the Reasons which induced me to resign the Service, that I might submit my Case and Conduct to the Honourable the Court of Directors.

Soon after my Arrival in Bengal, I was attacked by a very dangerous Disorder, under which I continued for more than Three Months, without Prospect of Recovery in that Climate. This induced Doctor Handcock, and the other Physicians of Calcutta, to prescribe a Sea Voyage, as the only

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only Chance of restoring me to Health. Accordingly, I left Bengal at the End of the Monsoon, that I might return by the Beginning of the next. We were a Month at Sea, and before the Ship's Arrival at Madras, I had perfectly got the better of my Indisposition.

The Nabob of Arcot is of an inquisitive and curious Disposition; he wishes to see, and actually sees all Strangers of any Rank, that arrive at Madras. He had learnt that I had been Under Secretary of the Southern Department; that I had been in Parliament, and that I held an Office of Trust in Bengal. I was introduced to his Highness by the Governor, Mr. Wynch, who carried me from his Country House to Chepauck in his Chariot. As we passed along, Mr. Wynch told me the Nabob would ask me many Questions: I replied, that he might depend upon it no Answer should escape from me, but what became a faithful Servant of the Company to make; and I solemnly protest that I never made a Reply, or gave an Advice to the Nabob, that did not flow from my Duty to the State, and to the Company. I found his Highness very inquisitive, particularly to know what was thought of him in England; how he stood with the King, with the Company, with the Parliament, with the People? I answered, that, in general, the Nabob of Arcot stood well with the Nation of England; but that some of his Measures had given Umbrage to the Court of Directors. He seemed surprized: The Governor, says he, often does me the Favour to breakfast with me at my House on the Sea. I shall expect to see you often; if the Governor's Leisure permits him to come, I expect you will accompany him; but I shall expect to see you often. I bowed, and accompanied the Governor back. After this, for more than a Month, I had frequent Interviews with the Nabob. He seemed particularly uneasy at hearing he did not stand well with the Court of Directors. The Phrase I made use of was, that he was in bad Odour with the Court; that some of his Measures gave them room to suspect he was aiming at an Independency, not consistent with the Welfare of the Company, and that he ought to take Measures to remove those Impressions. He declared that he never entertained such a Thought; that if he had erred, it was without Design; that he was not so weak as not to know that the Height and Importance to which his Family had risen amongst the Mussulmen of Hindostan, were owing to his Connections with the English; that he had invariably, in the worst of Times, been their best Ally; and that he looked on himself as embarked in the same Ship with his Friends, the English, and that they must sink or swim together. He was anxious to know what in particular had given Offence. I named some Things, and told him, that unless he permitted me to see his Correspondence, I could not give him the sound Advice he required. He ordered his Secretary to let me have his Correspondence. I then pointed out* many Things that could not but give Umbrage. He protested his Innocence; entered into a long Detail of his Services to prove it; and concluded with asking what he must do to remove these unfavourable Impressions. I told him, that England was a generous Nation, which never attacked or broke Faith with its Allies, till they either entered, or were inclined to enter into Hostilities against it. That his best Way was to throw himself upon their Generosity, and they would give him a lasting and honourable Constitution. That his Error had been in separating, even in Idea, the Company from the Nation. That whoever had told him that the King, the Nation, and the Company were not one and the same, had misinformed him. That it was his Duty to look up to the King as the Head of the Whole; but in looking at His Majesty, he should look through, and not over the Company. Many Conversations passed to this Purpose; the Result of which was a Desire to know what he ought to do in his present Situation. I advised him as above, to throw himself entirely on the Nation and the Company, and to send some Person he could rely upon, Home, with full Powers to settle all Differences. He said he would consider the Matter. At the next Interview, he told me he had considered my Advice, and found it good; that he had been often solicited for Powers similar to those I advised, but he never could prevail upon himself to invest any Man with the Power of granting away his Dominions with the Stroke of his Pen. He now found it necessary for him to vest those Powers in somebody—"And, where," he was pleased to say, "can I vest them so safely as in the Person "who has given me good Advice? If you," added his Highness, "will enter into my Service, I will "send you to England, and give you full Powers to settle all my Affairs." I protest to this Honourable Court, that I did not entertain the smallest Idea that such an Offer would be made to me; I was consequently very much surprized at it. I replied, that his Highness had many Friends in England more capable of serving him than me, that he had also Servants in Madras, whom he might trust; but, that I was a Servant of the Company, and could not accept of the Honour he intended me. I held, besides, an Office of Trust and Consequence in Bengal, and had Privileges of Trade, which were very considerable; therefore, both in point of Duty and my own Interest, I was precluded from accepting his Highness's Offer. Laying his Hand upon my Shoulder, he replied,—"My Friend, "the best Trade you can follow is my Trade. The Company, I hope, will not refuse me one Servant, "especially as I mean to employ him for our mutual Service; I therefore entreat you not to refuse me." In Answer, I told his Highness that, exclusive of the Reasons I had urged already, I had the Honour to live on Terms of Friendship with Mr. Hastings †, now placed in political Concerns at the Head of all the Settlements in India, and therefore I could on no Account accept the Offer without his Ap-

* The Manner in which he talked of his being neutrally situated with France, on Accouut of the Treaty of Paris; Expressions that had escaped him, rather disrespectful to the Company; his Desire to garrison Trichinopoly with his own Troops; not admitting an English Garrison into Tanjore, &c. &c.

† May 1774. The Swallow Sloop had brought authentic Accounts from Bombay, of the Act of Parliament constituting the Supreme Council, &c.

probation

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probation and Concurrence. His Highness replied, "I will write to my Friend Mr. Hastings, who, "I hope, will not refuse me the Service of one Friend." On these Terms we parted, and I returned to Bengal. From the several Conversations I had with the Nabob, the Matters he wished to transact in England were these: "I wish," said he, "to deposit One Copy of my Will with the King, a Copy "with the Company, and a Copy with the Council of Madras, that after my Decease, the Wisdom "of the Nation may be exercised in respect of the Succession. By the Mussulman Law, the Father "has a Right to chuse his Successor from among his Children; by keeping his Choice secret, he is "enabled to preserve Harmony and Peace in his Family. Should I die, my Children may each be-"come Competitor, and bid for the Succession; and if there should not at the Time be a good Go-"vernor in Madras, the highest Bidder might be taken; but if my Will were deposited as I have "explained, and England would guaranty the Succession to my Dominions in my Family, no im-"mediate Step could be taken to my Detriment on my Decease, and I should die in Peace. The "World," added he, "imagines that I have Preferences for my Children. They are mistaken. I "love all my Children, and wish to provide for them. I wish to leave my Arcot Dominions to my "Heir, and my other Countries to my younger Children, as Fiefs tributary to Arcot. Should this "be guarantied to me, I would enter into a Treaty, offensive and defensive, to last as long as our "United Power should endure. I would allow my Army to be regulated; I would maintain a stipu-"lated Body of Horse, and no more; I would maintain a stipulated Body of Sepoys; I would "regulate my Finances, and when out of Debt, would lend my Treasure, if wanted by the Com-"pany, or remit it till I should want it, as a Resource for my Family, to England. By such a Plan, "both the Company and I would be enabled to make large Savings; and all that I would ask in Re-"turn would be the guaranty of my Dominions, and Assurances that the English Gentlemen "would not interfere in the interior Management of my Countries, but that I might be allowed to "govern them by my own Laws and my own Customs; and, to convince them that I do not mean "or wish for Independency, I would build, or agree to the building of Cantonments and Maga-"zines, in proper Places, that the Company's Forces might be kept in a Body fit for Action, to "crush me if I failed in my Engagements to them, or in my stipulated Payments."

When I returned to Bengal, I found Mr. Hastings very much agitated by the Animosities and Dissentions which had arisen in the Rohilha Country between the Vizier and the Commander in Chief, and between the Commander in Chief, the Officers of the Brigade, and the Governor and Council, relative to Prize Money; the Brigade being discontented that the Vizier's Troops had received Contributions and Booty from the conquered Country, while they had been allowed none. Mr. Hastings said, these Things made him very uneasy, lest the public Service might suffer. He was afraid of a Mutiny, or that the War might spin out into a Length he did not expect, and therefore he had come to a Resolution to send some Person of a conciliatory Disposition to heal all these Differences. "If," he was pleased to say, "your Health would allow you to go, I had Thoughts of asking you to under-"take this Commission." I answered, that I should esteem myself honoured in the Trust, and that my Health was perfectly re-established. But I took the Resolution not to mention any Thing of what had passed at Madras; knowing, that if Mr. Hastings approved of the Nabob's Design, and thought it advantageous for me, his Delicacy would have thrown his Choice on some other Person; and I was anxious to serve him, and to execute so important a Commission. I soon after set off for the Army, which I reached with as much Expedition as was expected; but I found the Task assigned me very difficult. I found it utterly impracticable to heal the Breach between the Vizier and the Commander in Chief; but what related to the Officers of the Brigade, I perfectly succeeded in, for they were easily convinced that they had blamed the Governor and Council without Cause, as they had not the Power of complying with their Wishes, on account of a Clause in the late Act of Parliament; but that it was their Duty to submit their Case to the Court of Directors for Relief. As I am conscious that in every Part of my Conduct in India I strictly adhered to my Duty, and as I wish most ardently to stand high in the Opinion of this Honourable Court, I beg Leave to be a little more particular in my Recital relative to my Interviews with the Vizier; because it has come to my Knowledge, that General Clavering suspected me of having "fabricated the Vizier's Letter against Colonel "Champion." I solemnly declare that this Suspicion is highly injurious to me; that I acted on Principles diametrically opposite; that Friendship to Colonel Champion was one of the Motives Mr. Hastings assigned for sending me to the Army; and that I used every Argument furnished me by Mr. Hastings, and every Argument I could think of myself, to effect a Reconciliation between the Vizier and the Commander in Chief, but in vain; for the Breach was so wide between them, and the Charges brought by the Vizier of such a Nature, that every Thing I could urge proved ineffectual. Mr. Middleton, who was present, and acted as Interpreter at every Interview I had with the Vizier, will bear Witness to the Truth of this; for I was particularly careful, out of Delicacy towards Mr. Middleton, never to go near the Vizier but in his Company, and never to have any Intercourse with him, either by Letter or Message. And I solemnly declare upon my Honour, that I never received, either directly or indirectly, by myself or others, any Present or Emolument from the Vizier, or any other Prince or Person, while in India, or since I left it (* the Nabob of Arcot excepted) except the usual Presents of Introduction, a Dress and a Horse, within the Limits of my Covenants;

* Who allows me £. 4,300 per Annum.

and

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and I further solemnly declare, that by my Service in Bengal I am and must continue to be a great Sufferer, unless this Honourable Court shall be pleased to take my Case into Consideration, and grant me Relief. The Uneasiness, consequent of a groundless Suspicion, will, I hope, plead in my Excuse for this short Digression, which I will conclude by saying, that I was so far from fomenting the Differences subsisting between the Vizier and Colonel Champion, that when his Excellency pressed me to lay his Complaints before the Governor and Council, I told him, in the plainest Language I could chuse, "that he totally "misunderstood the Purport of my Mission; that I had been sent as the Messenger of Peace and "Friendship, but that he endeavoured to make me the Messenger of Discord;" and I positively refused to prefer his Complaints. Exclusive of what I have said, I have written Documents to prove, that private Friendship for Colonel Champion was one of the Reasons which induced Mr. Hastings to send me to the Vizier.

Having returned to Calcutta, I found one of the Nabob of Arcot's Secretaries, Mr. Johnson, (who has since accompanied me here) sent to solicit me, in consequence of what had passed at the Coast, to enter into his Highness's Service. On taking the Advice of my Friends, and being clear in Point of the Legality of the Measure, having consulted the Chief Justice, I, for the first Time, acquainted Mr. Hastings with what had passed, and came to the following Resolution: That if the Office I held should be put on the Footing I had a Right to expect, I would prefer it to that offered me by the Nabob, which was in its Nature precarious. But no Notice having been taken, either for or against me in the late Act of Parliament, nor in the Instructions of the Court of Directors, I consequently stood upon the Words of my first Appointment, which were, that I should "enjoy the "Privilege of recording Dissents on Military Expences in the Proceedings of Council, and that I "should receive the Salary and Emoluments of the youngest Member in Council." The Office I held was of great Magnitude, Trust, and Utility, and therefore deserved being put above Corruption. On these Grounds I moved for what I conceived, and still conceive, to have been my Right; but not succeeding, I resigned my Office, and accepted of the Nabob's Offer, as the Means of laying my Case before this Honourable Court; hoping, that as every Thing I have done has been within the Line of my Duty, and much for the Benefit of the Company and of the Nation, they will be pleased to look upon me as still in their Service, the Light in which I have all along considered myself. As such, it is my Duty to submit the ultimate Decision of this Matter entirely to this Honourable Court. I can venture to pledge myself that the Nabob of Arcot will ratify every Thing that I have set forth. If the Court declines receiving the Letter which I am charged with for them by the Nabob, I am ready to furnish every necessary Information from and to the Nabob, as a private confidential Friend, entrusted by him; and if neither of these Modes shall be found eligible by this Honourable Court, I then hope they will employ me in whatever Manner they may judge my Talents or my Endeavours useful; it being my Ambition to devote the Remainder of the active Part of my Life to the Service of the Company.

It may be proper for me to mention, that since my Arrival in England I have heard many Reports which have been circulated as written from Madras, and some published in the Papers, assigning different Motives for the Commission with which the Nabob has honoured me; but I thought it right never to make the least Reply to any Rumours of this Nature, knowing, that as soon as this Honourable Court should be pleased to hear what I had to say, every Thing of that Kind must fall to the Ground. I also thought it my Duty not to solicit the Favour of the Directors individually before I had laid my Case before the Court, sensible that a Matter of such Importance must be determined by its own Weight, and that it would be Presumption in me to expect that any personal Interest could be obtained where the public Advantage was so materially concerned.

It may further be not improper for me just to observe, that the Advice I ventured to give the Nabob has already had its Weight with him, and prevented his taking some Steps that might have given Umbrage to the Court of Directors. I beg Leave to mention Three: The Nabob had determined to blow up the Fort of Vellum, situated within Fifteen Miles of Tanjore, as being a needless Expence to him; to resent Hyder Ally's having hostilely entered and raised Contributions in his Districts of Cudapa and Kinnoul; and to take a frontier Country into his Protection, which complained of ill Treatment from the Nizam. I represented to his Highness, that nothing could tend more to confirm the Court of Directors in the Opinion they might entertain of his aiming at Independency, than his entering into Measures of such Magnitude, without their Knowledge or Participation: That although the Fort of Vellum became a needless Expence now that Tanjore was in his Possession, yet, being a Key to Tanjore, it would be suspected that Policy and not Expence was the true Reason which induced his Highness to demolish it. In respect of Hyder Ally's Eruption, I entreated his Highness not to think of Retaliation on any Account, without the Knowledge of the Company at Home, as it might lead to a very serious War: That while he placed his Confidence in the Company, they would never suffer either Insult or Injustice to be done to him, but would take such Measures, in Concert with him, as Wisdom and sound Policy dictated. And in regard of the Country claiming Protection against the Nizam, I gave him the same Advice. His Highness approved of the Whole, and took no other Measure on any of these Occasions, than directing me to lay them, in his Name, before the Court of Directors.

L. Macleane.

London, 13th February 1776.

EXTRACT

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EXTRACT of the Proceedings of the Court of Directors, the 24th March 1777.

On a Motion,

Resolved, That a Committee be appointed to take into Consideration a Pamphlet, intituled, "State "of Facts relative to Tanjore;" and also another Pamphlet, intituled, "Original Papers relative "to Tanjore;" both printed for T. Cadell, in the Strand, 1777; and to examine the Records of the Company relative to the Assertions contained in the said Pamphlets, and to report to this Court. The said Committee to consist of the following Directors; and that any Three of them be a Quorum; viz.

Robert Gregory, Esquire,
Richard Hall, Esquire,
John Harrison, Esquire,
Thomas Bates Rous, Esquire,
Henry Savage, Esquire,
Joseph Sparkes, Esquire,
Edward Wheler, Esquire, and
George Wombwell, Esquire.

EXTRACT of the Proceedings of the Court of Directors, 26th March 1777.

The Court, taking into Consideration what would be proper to be offered to the General Court to be held this Day, concerning some late injurious Publications;

Resolved unanimously, That the Gentlemen in the Direction, finding themselves very injuriously treated in Two Pamphlets lately published, one intituled, "Letter from Mahomed Aly Cawn, "Nabob of Arcot, to the Court of Directors;" to which is annexed, a State of Facts relative to Tanjore, with an Appendix of original Papers; the other intituled, "Original Papers relative to Tan- "jore;" both printed for T. Cadell, in the Strand, 1777; they therefore very earnestly entreat the General Court, and all the Proprietors, to suspend their Judgment on the Conduct of their Directors, thus indecently attacked by an anonymous and insidious Publication, until they shall have fully and satisfactorily justified themselves to their Constituents and to the Public, for which they have already made considerable Preparations; and are bold to assure the General Court, from the Materials before them, that they have not the least Doubt of refuting those heavy Charges, which, could they be proved, would not only render them unfit to conduct the Affairs of this Company, but utterly unworthy of every Degree of public Trust or Confidence.

The Court of Directors feel the Impropriety of noticing, and thereby giving Consequence to Publications of this Nature; but as they conceive the Abuse therein contained is unparalleled, and the Design and Tendency extremely dangerous, and that the Author has it in View to depreciate the Company in the Eyes of Government and of the Nation, and thereby to embarrass their Affairs, the Court of Directors hope their Constituents will not, in this Instance, think the formal Examination of an anonymous Pamphlet an Indignity offered to the Company.

EXTRACT of Minutes of a General Court of the Proprietors of the East India Company, held the 26th March 1777.

The Chairman then acquainted the Court, that the Court of Directors having this Day passed a Resolution, which they were desirous of submitting to the Consideration of this Court;

And the same being called for, was read as follows:

" At a Court of Directors, held on Wednesday the 26th March 1777.

" Resolved unanimously, That the Gentlemen in the Direction, finding themselves very injuriously
" treated in Two Pamphlets lately published, intituled, 'Letter from Mahomed Ali Chan, Nabob
" of Arcot, to the Court of Directors;' to which is added, a State of Facts relative to Tanjore, with
" an Appendix of original Papers; and, 'Original Papers relative to Tanjore;' they therefore very
" earnestly entreat this Court, and all the Proprietors, to suspend their Judgment on the Conduct
" of their Directors, thus indecently attacked by an anonymous and insidious Publication, until
" they shall have fully and satisfactorily justified themselves to their Constituents and to the Public,
" for which they have already made considerable Preparations; and are bold to assure this Court,
" from the Materials before them, that they have not the least Doubt of refuting those heavy
" Charges, which, could they be proved, would not only render them unfit to conduct the Affairs
" of this Company, but utterly unworthy of every Degree of public Trust or Confidence.
" The Court of Directors feel the Impropriety of noticing, and thereby giving Consequence to
" Publications of this Nature; but as they conceive the Abuse therein contained unparalleled, the
" Design

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"Design and Tendency extremely dangerous, and that the Author has it in View to depreciate the
"Company in the Eyes of Government, and of the Nation, and thereby to embarrass their Affairs,
"the Court of Directors hope their Constituents will not, in this Instance, think the formal Exa-
"mination of an anonymous Pamphlet an Indignity offered to the Company."

And the Court having duly considered of the said Resolution;

It was on the Question,

Resolved unanimously, That this Court doth approve of the Resolution taken by the Court of Directors this Day, and desire that the same may be printed in all the public News-papers.

EXTRACT of the Proceedings of the Court of Directors, of the 31st March 1777.

A Letter was read from Lauchlin Macleane, Esquire, of this Day's Date, declaring, that he no longer considers himself a Servant of the Company.

To the Honourable the Court of Directors of the United Company of Merchants trading to the East Indies.

Honourable Gentlemen,

The Treatment I have met with from your Honourable Court, particularly from Mr. Harrison and Mr. Wheler, renders it necessary for me to acquaint you, that whatever my Services, or my Wishes to continue in the Company's Service, may have been, I now think it incumbent upon me, for the better Execution of the Trusts reposed in me, and for my own Vindication, to declare that I no longer consider myself as a Servant of the Company.

I have the Honour to be, with the utmost Deference,
Honourable Gentlemen,
Your most obedient,
humble Servant,
L. Macleane.

Poland Street,
31st March 1777.

APPENDIX, N° 108.

COPY of Mr. Macleane's Letter to the Court of Directors, respecting Mr. Hastings's Resignation;—Proceedings of the Court of Directors thereon:—Also,

COPY of His Majesty's Approbation of Mr. Wheler to fill the Vacancy occasioned by Mr. Hastings's Resignation.

AT a General Court of the United Company of Merchants of England trading to the East Indies, held on Wednesday the 20th of November 1776;

Resolved, That the Whole of the Evidence respecting the Resignation of Warren Hastings, Esq; Governor General of Bengal, and the Appointment of Edward Wheler, Esq; to be one of the Council there, as read to this Court, be printed for the Information of the Proprietors before the Ballot.

PAPERS ordered to be printed in pursuance of the above Resolution.

At a Court of Directors, held on Friday the 11th of October 1776;

A Letter from Lauchlin Macleane, Esq; dated the 10th Instant, being read, intimating, that he is authorized, empowered, and directed to signify to this Court the Desire of Warren Hastings, Esq; to resign his Office of Governor General of Bengal, and to request their Nomination of a Successor to the Vacancy which will be thereby occasioned in the Supreme Council;

Ordered, That the said Letter be taken into Consideration on Friday next, the 18th Instant, at Two o'Clock.

LETTER

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LETTER mentioned in the preceding Minute.

To the Honourable the Court of Directors of the United Company of Merchants trading to the East Indies.

Gentlemen,

Mr. Hastings, " Seeing the Necessity of Unanimity in the Supreme Council of Bengal, for con-" ducting the Affairs of the Company there, and for establishing any permanent System of Go-" vernment for the Good and Prosperity of that Country; and finding, from the unhappy Divisions " which have subsisted in the Supreme Council, that such Union is not likely to subsist; and having " anxiously on every Occasion studied to promote the Welfare of the Company, a Conduct which " he will ever continue," has, from these Motives, authorized, empowered, and directed me to signify to you his Desire to resign his Office of Governor General of Bengal, and to request your Nomination of a Successor to the Vacancy, which will be thereby occasioned in the Supreme Council.

I have the Honour to be, with the utmost Respect,
Gentlemen,
Your most obedient
humble Servant,
L. Macleane.

London,
10th October 1766.

At a Court of Directors held on Friday the 18th of October 1776;

The Court, according to Order, taking into Consideration the Letter from Lauchlin Macleane, Esq; dated the 10th, which had been read the 11th Instant, relative to the Resignation of Warren Hastings, Esq; of his Office of Governor General of Bengal, and the Appointment of a Successor to the Vacancy which will be thereby occasioned in the Supreme Council;

And the said Letter being again read, It was proposed, That Mr. Macleane should be called in and heard on the Contents thereof.

And he being accordingly called in, was acquainted from the Chair, That the Court desired to be informed of the Authority under which he acts, in a Point of such very great Importance.

Mr. Macleane thereupon signified his Readiness to give the Court every possible Satisfaction on that Subject; but the Powers with which he is entrusted by the Papers in his Custody, being mixed with other Matters, of a Nature extremely confidential, he would submit the same to the Inspection of any Three of the Members of the Court; and then withdrew.

And the Proposal of Mr. Macleane having been considered, It was

Resolved, That Three of the Directors be empowered to inspect the Authorities, Powers, and Directions, with which Mr. Macleane is furnished by Mr. Hastings, to make the Propositions contained in his said Letter, dated the 10th Instant, and to report their Opinion thereon.

And the Chairman, Deputy Chairman, and Richard Becher, Esq; being empowered to make such Inspection, those Gentlemen accordingly withdrew for that Purpose.

And after some Time, being returned, the Chairman reported from them, That Mr. Macleane had laid before them several Papers, and that he had acquainted them with his having more to produce relative to the Powers with which he is invested, on the Subject of the present Enquiry.

And the Court thereupon Ordered, That the further Consideration of this Affair be adjourned until Wednesday next, the 23d Instant, and that each Member of the Court be, by the Secretary, especially acquainted therewith, and desired to attend accordingly.

At a Court of Directors held on Wednesday the 23d of October 1776;

The Court, in pursuance of their Order of the 18th Instant, took into further Consideration the Matter referred to the Chairman, Deputy Chairman, and Mr. Becher, relating to the Inspection of the Authorities, Powers, and Directions with which Mr. Macleane, in his Letter, dated the 10th Instant, declares he is furnished from Warren Hastings, Esq; for proposing to the Court the Resignation of his Office of Governor General of Bengal; and also to consider, in case such Resignation shall be accepted, of the Appointment of a Successor to the Vacancy thereby occasioned in the Supreme Council there.

The Chairman, Deputy Chairman, and Mr. Becher, in consequence of their Delegation on the 18th Instant from the Court, now reported,

" That having conferred with Mr. Macleane on the Subject of his Letter presented to the Court " the 11th Instant, find, that from the Purport of Mr. Hastings's Instructions, contained in a Paper " in his own Hand Writing given to Mr. Macleane, and produced by him to them, Mr. Hastings " declares he will not continue in the Government of Bengal, unless certain Conditions, therein spe-" cified, can be obtained, of which they see no Probability: And Mr. George Vansittart has declared " to them, that he was present when these Instructions were given to Mr. Macleane, and when Mr. " Hastings empowered Mr. Macleane to declare his Resignation to this Court. Mr. Stewart has

" likewise

"likewise confirmed to them, that Mr. Hastings declared to him, that he had given Directions to "the above Purpose by Mr. Macleane."

And the Court having considered of the said Report, and of the Authority which, as therein set forth, appears to have been vested in Mr. Macleane, to propose to this Court the Resignation of Mr. Hastings, of the Office of Governor General of Bengal; It was

Resolved Unanimously, That this Court do accept of the said proposed Resignation accordingly.

And it being thereupon moved, according to the Powers vested in this Court by the Act of the Thirteenth Year of His present Majesty,

"That this Court do nominate and propose to appoint Edward Wheler, Esq; to succeed to the "Office in the Council of Fort William in Bengal, established by the said Act, which will become "vacant by the said Resignation, if such Nomination shall be approved by His Majesty;"

And the Question being accordingly put by the Ballot,

The same passed in the Affirmative.

And the Chairman having from the Court acquainted Mr. Wheler with such Nomination, and of the Confidence which they reposed in his Zeal and Abilities for furthering the Company's Interest in such Station,

Mr. Wheler, in his Place, expressed his Gratitude for the Honour he had received; and that if His Majesty should be graciously pleased to approve of the Court's Nomination, he would exert himself to promote Harmony in the Council in Bengal, and to conduct himself in the most faithful Manner for the Furtherance of the Company's Advantage on all Occasions.

And the Draft of a Memorial and Petition to His Majesty, praying that His Majesty will be pleased to signify his Consent, under His Majesty's Sign Manual, as is by the said Act required, that Edward Wheler, Esq; may be appointed to succeed to the Office which will become vacant in the said Council by the Resignation aforesaid, being read, was, on the Question, approved.

And a fair Transcript being made thereof, was signed by the Court.

And the Chairman and Deputy Chairman were desired to deliver the same to Lord Weymouth, to be presented to His Majesty.

Memorial and Petition referred to in the preceding Minutes.

To the King's Most Excellent Majesty;

The Memorial and Petition of the Court of Directors of the United Company of Merchants of England trading to the East Indies;

Most humbly shew,

That by an Act of Parliament, made in the Thirteenth Year of Your Majesty's Reign, intituled, "*An Act for establishing certain Regulations for the better Management of the Affairs of the East "India Company, as well in India as in Europe,*" it was (amongst other Things) enacted, That for the Government of the Presidency of Fort William in Bengal, there should be appointed a Governor General and Four Counsellors, and that the whole Civil and Military Government of the said Presidency, and also the Ordering, Management, and Government of all the territorial Acquisitions and Revenues in the Kingdoms of Bengal, Bahar, and Orissa, should, during such Time as the territorial Acquisitions and Revenues should remain in the Possession of the said United Company, be, and were thereby vested in the said Governor General and Council of the said Presidency of Fort William in Bengal, in like Manner, to all Intents and Purposes whatsoever, as the same then were, or at any Time theretofore might have been exercised by the President and Council, or Select Committee in the said Kingdoms: And it was thereby further Enacted, That the said Governor General and Council, or the major Part of them, should have, and they were thereby authorized to have, Power of superintending and controlling the Government and Management of the Presidencies of Madras, Bombay, and Bencoolen, respectively, so far and insomuch as that it should not be lawful for any President and Council of Madras, Bombay, or Bencoolen, for the Time being, to make any Orders for commencing Hostilities or declaring or making War against any Indian Princes or Powers, or for negociating or concluding any Treaty of Peace with such Indian Princes or Powers, without the Consent and Approbation of the said Governor General and Council first had and obtained, except in certain Cases in the said Act mentioned: And it was thereby further Enacted, That Warren Hastings, Esq; should be the First Governor General; and that Lieutenant General John Clavering, the Honourable George Monson, Richard Barwell, Esq; and Philip Francis, Esq; should be the Four First Counsellors; and that they, and each of them, should hold and continue in his and their respective Offices for and during the Term of Five Years, from the Time of their Arrival at Fort William in Bengal, and taking upon them the Government of the said Presidency, and should not be removable in the mean Time, except by Your Majesty, upon Representation made by the Court of Directors of the said United Company for the Time being; and in case of the Avoidance of the Office of such Governor General, by Death, Resignation, or Removal, his Place should, during the Remainder of the Term aforesaid, as often as the Case should happen, be supplied by the Person of the Council who stood next in Rank to such Governor General; and in case of the Death, Removal, Resignation, or Promotion of any of the said Council, the Direc-

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tors of the said United Company were thereby empowered, for and during the Remainder of the said Term of Five Years, to nominate and appoint, by and with the Consent of Your Majesty, to be signified under Your Majesty's Sign Manual, a Person to succeed to the Office so become vacant in the said Council.

That at the Time of passing the said Act, the said Warren Hastings and Richard Barwell were in Bengal, and the said John Clavering, George Monson, and Philip Francis were in England.

That the said John Clavering, George Monson, and Philip Francis, arrived at Fort William in Bengal aforesaid, on or about the Twentieth Day of October, One thousand Seven hundred and Seventy-four, and thereupon they and the said Warren Hastings and Richard Barwell took upon them the respective Offices of Governor General and Council of the said Presidency, to which they were appointed by the said Act of Parliament as aforesaid.

That the said Warren Hastings hath caused Notice to be given to your Petitioners, the Court of Directors of the said Company, of his Desire to resign the said Office of Governor General of Bengal.

That your Petitioners, the Court of Directors, taking the said proposed Resignation of the said Warren Hastings into Consideration, *have agreed to nominate, and propose to appoint*, Edward Wheler, Esq; to succeed to the Office in the said Council, which will become vacant by the said Resignation, if such Nomination shall be approved by Your Majesty.

Your Petitioners therefore most humbly pray, that Your Majesty will be pleased to signify such Consent by Your Majesty's Sign Manual, as by the said Act is required, that the said Edward Wheler may be appointed to succeed to the Office which will become vacant in the said Council by the aforesaid Resignation of the said Warren Hastings:

And your Petitioners shall ever pray.

I think this Memorial and Petition are perfectly right.
C. SAYER.
19th of October 1776.

East India House,
23d October 1776.

James Moffatt,
Samuel Peach,
Frederick Pigou,
Thomas Bate Rous,
Thomas Rumbold,
Henry Savage,
Joseph Sparkes,
John Stables,
George Tatem,
Daniel Wier,
George Wombwell,
John Roberts,
William James,
Richard Becher,
Benjamin Booth,
George Cuming,
William George Freeman,
Robert Gregory,
Richard Hall,
John Harrison,
John Manship.

At a Court of Directors held on Friday the 25th of October 1776;

The Chairman acquainted the Court, that himself and the Deputy had waited upon Lord Weymouth with their Memorial to His Majesty; that his Lordship received them very politely, and assured them, that he did not doubt but that it would be honoured with the Royal Approbation.

At a Court of Directors held on Wednesday the 30th of October 1776;

The Chairman acquainted the Court, that the Right honourable Lord Weymouth having sent a Message to the Court, that their Memorial and Petition, left with him to present to His Majesty, to approve of the Court's Nomination of Edward Wheler, Esq; to supply the Vacancy which will happen in the Council in Bengal by Mr. Hastings's resigning the Office of Governor General, has only stated, "That the Court have agreed to nominate, and propose to appoint, the said Edward "Wheler, if such Nomination shall be approved by His Majesty;" but that, according to Usage respecting such Applications to His Majesty, the said Memorial and Petition ought to have stated, "That the Court have nominated and appointed the said Edward Wheler to supply the said "Vacancy;" wherefore his Lordship has sent back the said Memorial and Petition to be altered.

Resolved, That the said Memorial and Petition be so altered, as to express, that this Court have nominated and appointed Mr. Wheler as aforesaid, subject to His Majesty's Approbation.

Letter from the Right honourable Lord Viscount Weymouth was read, signifying His Majesty's Approbation of the Nomination of Edward Wheler, Esq; to succeed to the Office which will become vacant in the Supreme Council at Fort William in Bengal, in consequence of the Resignation of Warren Hastings, Esq; Governor General, and that the proper Instrument will be prepared accordingly for the Royal Signature.

St. James's, 25th October 1776.

Gentlemen,

Having taken the earliest Opportunity of laying before the King your Memorial and Petition to

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to His Majesty, which was presented to me Yesterday by the Chairman and Deputy Chairman of your Company, I lose no Time in acquainting you, that the King is graciously pleased to approve of your Nomination of Edward Wheler, Esq; to succeed to the Office which will become vacant in the Council of the Presidency of Fort William in Bengal, in consequence of the Resignation of Warren Hastings, Esq; Governor General; and the proper Instrument of His Majesty's Approbation will be prepared accordingly for the Royal Signature.

I am, Gentlemen,
Your most obedient,
humble Servant,
Weymouth.

Court of Directors
of the East India
Company.

At a Court of Directors held on Friday the 8th November 1776;

A Commission, prepared by Mr. Smith, the Company's Solicitor, in consequence of the Memorial and Petition to His Majesty, mentioned in the Minutes of the 23d and 30th of October last, nominating and appointing (for the Reasons therein mentioned) Edward Wheler, Esq; to be one of the Council of the Presidency of Fort William in Bengal, from and immediately after such Office of one of the said Council shall become vacant, by the Resignation, in the said Commission mentioned, of Warren Hastings, Esq; the Governor General of Bengal, being read and considered;

And the Court having approved thereof, the same was now signed, and is as follows:

To all to whom these Presents shall come, We the underwritten, being Directors of the United Company of Merchants of England trading to the East Indies, send greeting.

Whereas by an Act of Parliament, made in the Thirteenth Year of the Reign of His present Majesty, intituled, "An Act for the establishing certain Regulations for the better Management "of the Affairs of the East India Company, as well in India as in Europe," it was (amongst other Things) Enacted, That for the Government of the Presidency of Fort William in Bengal, there should be appointed a Governor General and Four Counsellors, who were thereby invested with such Powers and Authorities as in the said Act are mentioned: And it was thereby further Enacted, That Warren Hastings, Esq; should be the First Governor General; and that Lieutenant General John Clavering, the Honourable George Monson, Richard Barwell, Esq; and Philip Francis, Esq; should be the Four first Counsellors; and that they, and each of them, should hold and continue in his and their respective Offices for and during the Term of Five Years, from the Time of their Arrival at Fort William in Bengal, and taking upon them the Government of the said Presidency; and should not be removable in the mean Time, except by His Majesty, His Heirs or Successors, upon Representation made by the Court of Directors of the said United Company for the Time being; and in case of the Avoidance of the Office of such Governor General, by Death, Resignation, or Removal, his Place should, during the Remainder of the Term aforesaid, as often as the Case should happen, be supplied by the Person of the Council who stood next in Rank to such Governor General; and in case of the Death, Removal, Resignation, or Promotion, of any of the said Council, the Directors of the said United Company were thereby empowered, for and during the Remainder of the said Term of Five Years, to nominate and appoint, by and with the Consent of His Majesty, His Heirs and Successors, to be signified under his or their Sign Manual, a Person to succeed to the Office so become vacant in the said Council: And whereas at the Time of passing the said Act, the said Warren Hastings and Richard Barwell were in Bengal, and the said John Clavering, George Monson, and Philip Francis, were in England: And whereas the said John Clavering, George Monson, and Philip Francis, arrived at Fort William in Bengal aforesaid, on or about the 20th Day of October 1774, and thereupon they and the said Warren Hastings and Richard Barwell, took upon them the respective Offices of Governor General and Council of the said Presidency, to which they were appointed by the said Act of Parliament as aforesaid: And whereas the said Warren Hastings hath caused Notice to be given to the said United Company, that he desires to resign the said Office of Governor General of Bengal: And whereas upon such Resignation of the said Warren Hastings as aforesaid, the said John Clavering, according to the Directions of the said recited Act of Parliament, will succeed to the said Office of Governor General; and the said George Monson, Richard Barwell, and Philip Francis, will thereupon become the Three Seniors of the said Council: Now know ye, That we, considering it to be expedient that the Office of the said Council, which will become vacant by the aforesaid Resignation of the said Warren Hastings, should be filled up and supplied as soon as may be, and reposing especial Trust and Confidence in the Fidelity, Prudence, Justice, and Circumspection of Edward Wheler Esq; have nominated and appointed, and by these Presents do (pursuant to the Power vested in us, as Directors of the said United Company, in and by the said recited Act of Parliament) nominate and appoint, the said Edward Wheler to be one of the Council of the said Presidency of Fort William in Bengal, to take upon him, hold, and enjoy the said Office, with the Salary thereto belonging, from and immediately after the said Office of one of the Council of the said Presidency of Bengal shall become vacant by the said Resignation of the said

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said Warren Hastings, and to do, execute, consent to, transact, and perform, all and every the Business and Affairs of the said United Company, as One of the Council of the said Presidency, in such Manner and Form, and subject to such Orders and Controul, as in the said Act of Parliament is mentioned. In Witness whereof, we have hereunto set our Hands, the 23d Day of October, in the Sixteenth Year of the Reign of His most Excellent Majesty King George the Third, by the Grace of God, of Great Britain, France, and Ireland, Defender of the Faith, and so forth, and in the Year of our Lord 1776.

I think that this
Commission is right.
C. Sayer.
7th November 1776.

T. B. Rous,
Jas. Moffatt,
Samuel Peach,
Richd. Becher,
Fredk. Pigou,
John Stables,
Ben. Booth,
Thos. Rumbold,
John Harrison,

John Roberts, Chairman,
William James, Deputy,
Daniel Wier,
George Cuming,
George Tatem,
John Smith,
Richard Hall,
Wm. Geo. Freeman,
Robt. Gregory,

Henry Savage.

At a Court of Directors held on Wednesday the 13th of November 1776;

Note from Sir Stanier Porten being read, enclosing, by Lord Weymouth's Directions, an Instrument, signed by His Majesty the 26th ultimo, approving of the Court's Nomination and Appointment of Edward Wheler, Esquire, to be one of the Council at the Presidency of Fort William in Bengal;

The said Instrument was read.

And it being apprehended, that there was some Informality in the same,

The Chairman and Deputy Chairman were desired to confer with Lord Weymouth, and to obtain his Lordship's Sentiments thereon.

His Majesty's Approbation of the Nomination and Appointment of Edward Wheler, Esquire, mentioned above.

GEORGE R.

L. S.

GEORGE the Third, by the Grace of God, King of Great Britain, France, and Ireland, Defender of the Faith, &c. to all to whom these Presents shall come, greeting. Whereas the Court of Directors of the United Company of Merchants of England trading to the East Indies hath nominated and appointed Edward Wheler, Esquire, to be one of the Counsellors of the Governor General and Council, created by an Act of Parliament, made in the Thirteenth Year of Our Reign, intituled, An Act for establishing certain Regulations for the better Management of the Affairs of the East India Company, as well in India as in Europe, in the Place of John Clavering, Esquire, appointed one of the first Four Counsellors by the said Act, the Place of whom the said John Clavering is said to be avoided by his Promotion to the Office of Governor General: And whereas the said Court of Directors hath humbly besought Us, that We would vouchsafe to consent unto and approve such their Nomination and Appointment: Now We, having especial Trust and Confidence in the Loyalty and Ability of the said Edward Wheler, have thought fit to consent unto and approve such their Nomination and Appointment; and We do hereby, according to the Power reserved unto Us in and by the said Act, for Us, our Heirs and Successors, consent unto, approve, and confirm the said Nomination and Appointment of him the said Edward Wheler, to be one of the said Counsellors as aforesaid. Given at Our Court at St. James's, the 26th Day of October 1776, in the Seventeenth Year of Our Reign.

By His Majesty's Command,
Weymouth.

At a Court of Directors held on Friday the 15th of November 1776;

The Chairman acquainted the Court, that he had, with the Deputy Chairman, in consequence of the Minute of last Court, waited on Lord Weymouth, respecting the Instrument of His Majesty's Royal Approbation of the Nomination and Appointment by this Court of Edward Wheler, Esquire, to be one of the Council at Fort William in Bengal, and that his Lordship had deemed it proper that some Alteration should be made.

And another Instrument, under the Royal Sign Manual, for the Purpose aforesaid, being now received from Lord Weymouth, and read,

Ordered,

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Ordered, That attested Copies thereof be immediately transmitted to the Governor General and Council in Bengal, by His Majesty's Ships Rippon and Cormorant.

His Majesty's Royal Approbation of the Nomination and Appointment of Edward Wheler, Esquire.

GEORGE R.

L. S.

GEORGE the Third, by the Grace of God, King of Great Britain, France, and Ireland, Defender of the Faith, &c. to all to whom these Presents shall come, greeting. Whereas the Place and Office of one of the Counsellors of the Governor General and Council, created by an Act of Parliament, made in the Thirteenth Year of Our Reign, intituled, "An Act for establishing certain Regulations for the better Management of the Affairs of the East India Company, as well in India as in Europe," is said to be avoided by the Promotion of John Clavering, Esquire, who was by the said Act appointed one of the first Four Counsellors, to the Place and Office of Governor General.

And whereas the Court of Directors of the United Company of Merchants of England trading to the East Indies hath thereupon nominated and appointed Edward Wheler, Esq; to be one of the said Counsellors: And whereas the said Court of Directors hath humbly besought Us, That We would vouchsafe to consent unto and approve such their Nomination and Appointment. Now We, having especial Trust and Confidence in the Loyalty and Ability of the said Edward Wheler, have thought fit to consent to and approve such their Nomination and Appointment: And We do hereby, according to the Powers reserved unto Us in and by the said Act, for Us, Our Heirs and Successors, consent unto, approve, and confirm the said Nomination and Appointment of him the said Edward Wheler to be one of the said Counsellors as aforesaid. Given at Our Court at St. James's the 26th Day of October 1776, in the Seventeenth Year of Our Reign.

By His Majesty's Command,

Weymouth.

APPENDIX, N° 109.

COPIES of all Proceedings that have been had by the Court of Directors of the East India Company, or by the General Court of Proprietors of the said Company, from the 4th of October 1775 to the 17th July 1776, relating to the Recall of Warren Hastings, Esquire, Governor General of Bengal.

At a Court of Directors, held on Wednesday the 4th October 1775;

A Sketch of the late Administration in Bengal, having been prepared from the Advices lately received from Fort William, and being laid before the Court; Ordered, That the same do lie for the Consideration of the Directors.

At a Court of Directors, held on Tuesday the 10th October 1775;

The Court proceeding to take into Consideration the State of Affairs in Bengal, under the Conduct of the Governor General and Council there, the following Particulars were read; viz.

An Introductory Letter from General Clavering, Colonel Monson, and Mr. Francis, dated the 30th November 1774.

Another Letter from those Gentlemen, of the same Date, fully advising their Proceedings.

Minute of Mr. Richard Barwell, of the 23d November.

Mr. Francis's Observation on Mr. Barwell's Minute.

The Court then entering particularly into the Consideration of the 70th Paragraph of the Second Letter abovementioned, it was, on the Question,

Ordered, That it be referred to the Committee of Accounts, to consider the State of the Company's Affairs in Bengal, and to report their Opinion thereupon; and that each of the Directors, who shall think proper to attend the said Committee, shall have a Voice therein.

Letter from the Three abovementioned Gentlemen, dated the 1st December 1774, addressed to Edward Wheler, Esquire.

Letter

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Letter from Warren Hastings, Esquire, Governor General, dated the 3d of said December.
Mr. Hastings's Minute of the 8th of that Month, in Support of the Assistance given to the Vizier, against the Rohillas; were also read.

And then the Court postponed the reading of the Remainder of the Advices relative to the Affairs of Bengal, until a future Day.

At a Court of Directors, held on Wednesday the 18th October 1775;

The Court proceeding in the Consideration of the State of Affairs in Bengal, under the Conduct of the Governor General and Council there;

The Letter from the Governor General, containing his Remarks, &c. dated January 1775; also,
The Minute of General Clavering, Colonel Monson, and Mr. Francis, dated the 11th of said January, to the End of the 53d Paragraph; were read.

And then the Court postponed the reading of the Remainder of the Advices, relative to the Affairs of Bengal, until a future Day.

At a Court of Directors, held on Wednesday the 25th October 1775;

The Court proceeding in the Consideration of the Advices lately received from the Governor General and Council of Fort William, Part of a Letter from General Clavering, Colonel Monson, and Mr. Francis, dated the 11th January 1775, N° 1, beginning with the 54th, and ending with the 75th Paragraph, was read.

At a Court of Directors, held on Friday the 27th October 1775;

The Court proceeding in the Consideration of the Advices received this Season from the Governor General and Council of Fort William, the following Particulars were read; viz.

The Remainder of the Letter from the Governor General, dated the 22d February, beginning after his Remark on the 75th Paragraph of the Charge in the Minute of General Clavering, Colonel Monson, and Mr. Francis, dated the 11th January 1775, N° 1.
Letter from the Governor General, dated the 23d of February last.
Minutes of General Clavering, Colonel Monson, and Mr. Francis, dated the 25th; N° 2 and 3.
Minute of General Clavering, dated the 18th of said February; and,
The Governor General's Reply thereto.

At a Court of Directors, held on Tuesday the 21st November 1775;

The Court proceeding to take into Consideration the State of the Company's Affairs in Bengal, according to the Advices received from thence in the Course of this Year;

It was thereupon

Ordered, That it be referred to a Committee of the whole Court, to consider of the same, and report their Opinion thereon.

And the Court then resolved itself into the said Committee accordingly.

At a Committee of the whole Court, the 21st November 1775;

The Committee, in pursuance of the Reference of Court of this Day, taking into Consideration the State of the Company's Affairs in Bengal, according to the Advices received from thence in the Course of this Year;

After a very mature Debate, it was

Resolved, That it be reported to the Court of Directors, as the Opinion of this Committee, that it appearing that Differences of Opinion have arisen in the Superior Council in Bengal, and that Debates have been carried to great Heighth, and in many Instances with great Warmth; this Committee are of Opinion, that it is necessary for the Court of Directors to give decisive Opinions upon Subjects so material to the Interests of the Company, that their Councils Abroad may have in full View the Ground on which they shall act.

The Committee then proceeding to consider of one of the principal Objects of Discussion in the said Council, which was, the Propriety or Impropriety of the Conduct of the late Administration, in consenting to assist Sujah Dowla to conquer the Rohillas, and in carrying that Measure into Execution;

Read

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Read the 3d, 4th, and 5th Paragraphs of the General Letter to Bengal, dated the 16th March 1768:

The 45th Paragraph of the General Letter to Bengal, dated the 28th August 1771:

The 1st, 2d, and 3d Paragraphs of the General Letter to Bengal, dated the 30th June 1769:

Several Clauses of the Instructions from the Governor and Select Committee in Bengal, to Sir Robert Barker, dated the 30th April 1772, entered on their Consultations of the same Date:

The 11th Paragraph of the Letter from the Governor and Council of Bengal, in their Secret Department, dated the 1st March 1773:

The 1st to the 7th Paragraphs inclusive, of the Letter from the Governor and Select Committee in Bengal, dated the 31st March 1773:

And the Conditions on which the Vizier Sujah Dowla agreed to pay certain Sums for the Assistance of the Company's Forces against the Rohillas, as entered on Consultation 26th November 1773.

And after very mature Deliberation thereupon, it was

Resolved, That it be reported to the Court of Directors as the Opinion of this Committee, that the Agreement made between Sujah Dowla and the then Governor, for the Hire of a Part of the Company's Troops, for the Reduction of the Rohilla Country, and the subsequent Steps taken for carrying on that War, were founded on wrong Policy; were contrary to the general Orders of the Company, for keeping their Troops within the Bounds of the Provinces, and not extending their Conquests; and were also contrary to those general Principles of Justice which the Company wish should be supported.

The Committee then further proceeded to consider of the Measure on which the Superior Council were divided; of withholding from them Part of a Correspondence between the Governor and the Agent at Sujah Dowla's Durbar.

Resolved, That it be reported to the Court of Directors, as the Opinion of this Committee, that the whole Correspondence between the Governor General and Mr. Middleton should have been laid before the Members of the Superior Council; who ought to have received every Information respecting the Transactions of the Company's Agent at Sujah Dowla's Court, in order to regulate their Conduct at that critical Period.

The Committee then adjourned, to consider further of the Matters in reference to them, on a future Day.

At a Committee of the whole Court, the 28th November 1775;

The Committee read and considered their Minutes of the 21st Instant.

And it being moved to strike out the Words [and the then Governor] between the Word [Administration] and the Word [in] in the Introduction to the Second Resolution;

The Committee considering thereof;

The Minute of the Bengal Consultation, dated the 26th November 1773, relative to the Assistance to be given to Sujah Dowla on the Expedition against the Rohillas; and

The Second Paragraph of the Letter from the Governor and Council of Bengal, in their Secret Department, being read;

And the Question being put, for striking out the said Words;

It passed in the Affirmative.

And the Amendment being accordingly made;

The Committee approved of the said Minutes, and agreed to report the Progress made on the Matters referred to them, and to consider further of the same To-morrow.

At a Committee of Accounts, and open, the 28th November 1775;

In pursuance of a Reference of Court of the 10th ultimo, this Committee have met several Times, to examine into the State of the Company's Affairs in Bengal; and, upon maturely considering the several Advices and Materials received from that Settlement to the latest Periods, we are of Opinion, that it is necessary to wait the Arrival of the Anson, or some further Advices, before a precise Judgment can be formed, relative to the future Resources of Bengal.

At a Court of Directors, held on Tuesday the 28th November 1775;

A Report from the Committee of the whole Court, dated the 21st Instant, being now presented, containing their Proceedings on the Reference of this Court of the same Date, to consider of the State of the Company's Affairs in Bengal, according to the Advices received from thence in the Course of this Year;

The said Report was read; and, after very mature Consideration thereof, it was

Resolved, That this Court doth agree with the said Committee in their Opinion, that it appearing that Differences of Opinion have arisen in the Superior Council in Bengal, and that Debates have been carried to a great Height, and in many Instances with great Warmth, it is necessary for the Court

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Court of Directors to give decisive Opinions upon Subjects so material to the Interests of the Company, that their Councils Abroad may have in full View the Ground on which they shall act.

And an Amendment being proposed to the Committee's Second Resolution, by striking out the following Words at the Close thereof, viz.

"And were also contrary to those general Principles of Justice, which the Company wish should "be supported."

And after a Debate, and the Question being put, That the said Words do stand as Part of the said Resolution;

The same passed in the Affirmative; and it was thereupon

Resolved, That this Court doth agree with the said Committee in their Opinion, that the Agreement made with Sujah Dowlah, and the then Governor, for the Hire of a Part of the Company's Troops for the Reduction of the Rohilla Country, and the subsequent Steps taken for carrying on that War, were founded on wrong Policy, were contrary to the general Orders of the Company, for keeping their Troops within the Bounds of the Provinces, and for not extending their Conquests, and were also contrary to those general Principles of Justice, which the Company wish should be supported.

And then it was further

Resolved, That this Court doth agree with the said Committee in their Opinion, that the whole Correspondence between the Governor General and Mr. Middleton should have been laid before the Members of the Superior Council; who ought to have received every Information respecting the Transactions of the Company's Agent at Sujah Dowlah's Court, in order to regulate their Conduct at that critical Period.

And it was thereupon, on several Motions,

Ordered, That a General Court be summoned, to meet at this House on Wednesday the 6th December next, on special Affairs.

Ordered, That in the Advertisement for the Meeting of the said Court, it be signified to the Proprietors, that the Papers relating to the Disputes between the Members of the Superior Council at Bengal, will lay in the Secretary's Office, for their Perusal.

At a Court of Directors, held on Wednesday the 29th November 1775;

A Report from an open Committee of Accounts, dated the 28th Instant, being read;

Resolved, That this Court do agree in Opinion with the said Committee, that it is necessary to wait the Arrival of the Anson, or some further Advices from Bengal, before a precise Judgment can be formed, relative to the future Resources of that Presidency.

At a Court of Directors, held on Friday the 1st December 1775.

The Court considering their Resolution passed the 28th of last Month, in consequence of the Report from the Committee of the whole Court of the 21st of the same Month, which Resolution is as follows; viz.

"Resolved, That this Court doth agree with the said Committee in their Opinion, that the "Agreement made with Sujah Dowlah, and the then Governor, for the Hire of a Part of the Com-"pany's Troops for the Reduction of the Rohilla Country, and the subsequent Steps taken for "carrying on that War, were founded on wrong Policy, were contrary to the general Orders of the "Company for keeping their Troops within the Bounds of the Provinces, and for not extending "their Conquests, and were contrary to those general Principles of Justice, which the Company wish "should be supported."

After a Debate thereon, a Question was proposed, Whether the Words [and the then Governor] between the Word [Dowlah] and the Word [for] should stand as Part of the said Resolution.

And the Question being accordingly put;

It passed in the Negative.

Another Question being proposed, for amending the said Resolution, by inserting the Words [frequently repeated] between the Word [Company] and the Word [for]; and the Question being put,

The same passed in the Affirmative.

And another Question being proposed, Whether the Words [of Justice] between the Word [Principles] and the Word, [which] should stand as Part of the said Resolution.

And the Question being accordingly put;

It passed in the Negative.

And thereupon the said Resolution, as now amended, was agreed to, and stands as follows; viz.

Resolved, That this Court doth agree with the said Committee, that the Agreement made with Sujah Dowlah for the Hire of Part of the Company's Troops for the Reduction of the Rohilla Country, and the subsequent Steps taken for carrying on that War, were founded on wrong Policy, were contrary to the general Orders of the Company, frequently repeated, for keeping their Troops within the

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the Bounds of the Provinces, and for not extending their Conquests, and were also contrary to those general Principles, which the Company wish should be supported.

The Court then resolved itself into a Committee of the whole Court.

At a Committee of the whole Court, the 29th November 1775;

The Committee proceeded to consider further of the Reference of Court of the 21st Instant, relative to the Conduct of the Company's Affairs in Bengal.

Read, and agreed to, the Minutes of the Committee's Proceedings of the 28th Instant.

The Committee then took into Consideration the recalling of the Company's Troops immediately from the Rohilla Country, as a Measure upon which the Council in Bengal were divided.

And in the Course of Deliberation thereon,

Read the 5th Paragraph of the Company's General Letter to Bengal, dated the 7th March 1775;

Part of the Bengal Consultations, of the 25th, 28th, and 31st October 1774;

The 33d and 39th Paragraphs of the separate Minutes of General Clavering, Colonel Monson, and Mr. Francis, dated the 30th November 1774; and

The Reply of the Governor General to the same, dated the 3d November 1774, (Fol. 35 to 39.)

It was then moved, and on the Question

Resolved, That it be reported to the Court of Directors as the Opinion of this Committee, that the Measure of recalling the Troops from the Rohilla Expedition, as soon as it could be done with Propriety, was agreeable to the Spirit of the Company's General Orders; but, considering the Situation of Affairs at that Time between the Company and Sujah Dowlah, and other Circumstances, the Committee are of Opinion, that so immediate a Recall was impolitic.

The Committee then adjourned the further Consideration of the Matters in Reference to them until To-morrow at Noon.

At a Committee of the whole Court, the 30th November 1775;

The Committee met, to take into further Consideration the Reference of Court of the 21st Instant, regarding the Conduct of the Company's Affairs in Bengal.

Read the Minutes of the Committee's Proceedings of the 29th Instant.

And an Amendment being proposed to the Resolution then passed, by striking out the Words [are of Opinion that so immediate a Recall was impolitic] with which that Resolution closes, and instead to insert the Words [think the recalling them so hastily might have been attended with Inconveniences];

And the Question being put, and carried for the Amendment in the Affirmative;

The amended Minutes were agreed to.

The Committee then took into Consideration the Conduct of the Council of Bengal, respecting their Non-observance of the Instructions of the Court of Directors for the Appointment of Persons to be Chiefs and Members of Council in the several Revenue Departments under that Presidency.

Read the 8th, 15th, and 20th Paragraphs of the Instructions to the Governor General and Council, dated the 29th March 1774;

Part of the Consultations in the Revenue Department, dated the 20th December 1774;

The 54th to the 57th Paragraphs of the Minutes of General Clavering, Colonel Monson, and Mr. Francis, of the 11th January 1775; and

The Governor General's Reply to those Paragraphs, dated the 22d February 1775, (Fo^s 16 to 20.)

And the Committee agreeing to postpone their Determination on this Subject, adjourned, in order to meet and consider the same To-morrow.

At a Committee of the whole Court, the 1st December 1775;

The Committee met to take into further Consideration the Reference of Court of the 21st November last, as to the Conduct of the Company's Affairs in Bengal.

Read the Minutes of the Committee's Proceedings on the 30th of last Month.

The Committee resumed the Consideration of the Matter they had Yesterday entered upon, relative to the Appointments of Persons to be Chiefs and Members of Council in the several Revenue Departments in Bengal.

And, after very mature Deliberation on that Subject,

It was moved,

" That the Instructions of the Court of Directors to the Governor General and Council in Bengal,
" dated 29th March 1774, contained in the 8th, 15th, and 20th Paragraphs (relative to the Ap-
" pointment of Chiefs and Councils in the Revenue Department) have not been complied with."

And the Committee having considered of that Motion;

It

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It was proposed, That the Words [in some Instances] should be therein inserted between the Word [not] and the Word [been.]

The Question thereupon being put, passed in the Negative.

And another Amendment being proposed, by adding to the said Motion the Words [and the Court of Directors will give the necessary Orders on that Subject];

The same, on the Question, passed in the Affirmative.

The Motion, as so amended, being further considered, and the Question being put,

It passed in the Negative.

And then the Committee adjourned until the 5th Instant, to consider further of the Bengal Affairs.

At a Committee of the whole Court, the 5th December 1775;

The Committee met to take into further Consideration the Reference of Court of the 21st November last, respecting the Conduct of the Company's Affairs in Bengal.

Read the Minutes of the Committee's Proceedings on the 1st Instant:

Read the Minute of Colonel Monson, entered on the Bengal Consultation of the 13th February 1775.

It being then moved,

That although some of the Measures are disapproved which have been pursued in Bengal, nevertheless, from a Review of the Conduct of the Supreme Council there, the Committee have the greatest Hopes, from their Application and Abilities, that the important System committed to their Care will be managed for the Interest of the Company;

The Committee having deliberated thereon,

An Amendment was proposed, by leaving out the Word [Supreme], and inserting the Words [Governor General and] between the Word [the] and the Word [Council].

The said Amendment, on the Question, passed in the Affirmative.

And then the Question being put on the said Motion, as so amended;

It passed in the Negative.

The Committee thereupon adjourned until To-morrow at Ten in the Forenoon, to consider further of the Bengal Affairs.

At a Court of Directors, held on Tuesday, the 5th December 1775.

Two Reports from the Committee of the whole Court, dated the 29th and 30th November last, being presented, and read, containing their further Proceedings on the Reference of Court, dated the 21st of that Month, to consider of the State of the Company's Affairs, according to the Advices received from thence in the Course of this Year;

It was, on the Question,

Resolved, That this Court do agree with the said Committee in their Reports, that the Measure of recalling the Troops from the Rohilla Expedition, as soon as it could be done with Propriety, was agreeable to the Spirit of the Company's General Orders; but, considering the Situation of Affairs at that Time, between the Company and Sujah Dowlah, and other Circumstances, the Court think the recalling them so hastily might have been attended with Inconveniencies.

At a Court of Directors, held on Wednesday the 6th December 1775;

The Resolution of this Court, of the 28th and 29th November last, and the 1st and 5th Instant, relative to the Company's Affairs in Bengal, were read.

At a General Court of the United Company of Merchants of England trading to the East Indies, held at their House in Leadenhall Street on Wednesday the 6th December 1775, at Twelve o'Clock at Noon;

The Deputy Chairman then acquainted the Court, that the Court of Directors, having taken into Consideration the Differences which, according to the Advices received in the Course of this Year, appeared to have arisen in the Superior Council in Bengal, had passed several Resolutions thereon, which are ready to be submitted to this Court.

And the said Resolutions being thereupon called for, were read, being as follows; viz.

"Resolved, That this Court is of Opinion, that the Agreement made with Sujah Dowlah, for "the Hire of a Part of the Company's Troops for the Reduction of the Rohilla Country, and the "subsequent Steps taken for carrying on that War, were founded on wrong Policy, were contrary "to the general Orders of the Company, frequently repeated, for keeping their Troops within the "Bounds

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

"Bounds of the Provinces, and for not extending their Territories, and were also contrary to those "general Principles which the Company wish should be supported."

"Resolved, That this Court is of Opinion, that the whole Correspondence between the Governor "General and Mr. Middleton, should have been laid before the Members of the Superior Council; "who ought to have received every Information respecting the Transactions of the Company's "Agent at Sujah Dowlah's Court, in order to regulate their Conduct at that critical Period."

"Resolved, That this Court is of Opinion, that it is necessary to wait the Arrival of the Anson, or "some further Advices from Bengal, before a precise Judgment can be formed relative to the fu- "ture Resources of that Presidency."

"Resolved, That this Court is of Opinion, that the Measure of recalling the Troops from the "Rohilla Expedition, as soon as it could be done with Propriety, was agreeable to the Spirit of the "Company's general Orders; but, considering the Situation of Affairs at that Time between the "Company and Sujah Dowlah, and other Circumstances, the Court think the recalling them so "hastily might have been attended with Inconveniencies."

The Court taking the above Resolutions into Consideration;

An Amendment was proposed to the first Resolution, by prefixing to it the following Words; viz. "That notwithstanding this Court hath the highest Opinion of the Services and Integrity of "Warren Hastings, Esquire, and cannot admit a Suspicion of corrupt Motives operating on his "Conduct, without Proof, yet they are of Opinion with their Court of Directors."

And the Court considering of that Amendment;

And the 32d Paragraph of the Letter to the Select Committee at Bengal, dated the 11th November 1768; also,

The 45th Paragraph of the Letter to the Select Committee at Bengal, dated the 28th August 1771; and,

The Instructions from the Governor and Select Committee at Bengal to Sir Robert Barker, dated the 30th April 1772, entered on the said Committee's Consultations of the same Date;

After a Debate of great Length, and the Question being put for the said Amendment;

The same passed unanimously in the Affirmative.

And then the Question being put on the said amended Motion, it was

Resolved unanimously, That notwithstanding this Court hath the highest Opinion of the Services and Integrity of Warren Hastings, Esquire, and cannot admit a Suspicion of corrupt Motives operating on his Conduct, without Proof; yet they are of Opinion with their Court of Directors, that the Agreement made with Sujah Dowlah, for the Hire of a Part of the Company's Troops for the Reduction of the Rohilla Country, and the subsequent Steps taken for carrying on that War, were founded on wrong Policy, were contrary to the general Orders of the Company, frequently repeated, for keeping their Troops within the Bounds of the Provinces, and for not extending their Territories, and were also contrary to those general Principles, which the Company wish should be supported.

The Court then having considered the Second Resolution of the Court of Directors; on the Question,

Resolved unanimously, That this Court do agree with the Opinion of the Court of Directors, that the whole Correspondence between the Governor General and Mr. Middleton should have been laid before the Members of the Superior Council; who ought to have received every Information respecting the Transactions of the Company's Agent at Sujah Dowlah's Court, in order to regulate their Conduct at that critical Period.

The Third Resolution of the Court of Directors being also considered; and the Question put, it was

Resolved, That this Court do agree in Opinion with the Court of Directors, that it is necessary to wait the Arrival of the Anson, or some further Advices from Bengal, before a precise Judgment can be formed, relative to the future Resources of that Presidency.

And then the Court, on considering the Fourth Resolution of the Court of Directors; on the Question,

Resolved, That this Court do agree in Opinion with the Court of Directors, that the Measure of recalling the Troops from the Rohilla Expedition, as soon as it could be done with Propriety, was agreeable to the Spirit of the Company's general Orders; but, considering the Situation of Affairs at that Time, between the Company and Sujah Dowlah, and other Circumstances, the Court think the recalling them so hastily might have been attended with Inconveniencies.

A Motion being then made,

"That it is the Opinion of this Court, that the Insinuations thrown out by Three Members of "the Council General of Bengal, in their late Dispatches, against Mr. Hastings, whereby it is inti- "mated, that his Motives for engaging in the Reduction of the Rohillas, were not the ostensible "Motives he has assigned, and that he acted therein contrary to his Judgment; are injurious to the "Character of Mr. Hastings, and ought not to have been made use of, unless accompanied with "the Grounds and Reasons on which such Insinuations are founded, whereby the Company might "have been enabled to judge for themselves on a Point of so much Importance to it, as the Cha- "racter of the Governor General of Bengal."

And it being thereupon moved to adjourn;

The Court, on the Question being put,

Adjourned accordingly.

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

At a Court of Directors, held on Friday the 8th December 1775;

Draft of the Minutes of the General Court, held the 6th Instant, was read.

At a Court of Directors, held on Thursday the 7th March 1776;

Ordered, That it be referred to the Committee of the whole Court, to consider further of the Conduct of the Governor General and Council of Bengal, according to the Advices and Records received in the Course of the last Season, and lately by the Anson, since the Report made from the Court of Directors to the General Court held the 6th of December last.

At a Committee of the whole Court, the 7th March 1776;

The Committee being met, pursuant to the Reference of Court of this Day, to consider further of the Conduct of the Governor General and Council of Bengal, according to the Advices and Records received in the Course of the last Season, and lately by the Anson, since the Report made from the Court of Directors to the General Court, held the 6th of December last;

And the Committee proceeding to examine into the Charges brought against the Company's Servants there for receiving Presents—by whom they are said to have been made—to what Amount—and the Nature of the Evidence given in that Behalf;

The following Articles were thereupon read; viz.

The Consultations in the Secret Department of the 11th and 13th March 1775, respecting the Charges brought against the Governor General by Maha Rája Nundcomar, for the Receipt of Presents to a large Amount: Also,

The Consultations in the Revenue Department of the 30th December 1774—6th and 14th January—1st, 4th, and 11th February—and 1st and 7th March, 1775, concerning the Complaints of the Ranny of Burdwan, of Injuries sustained in the Administration of her Affairs in that Province.

And it being late in the Day, the Committee agreed to proceed further on the Examination now before them To-morrow, at One in the Afternoon.

At a Committee of the whole Court, the 8th March 1776;

The Committee proceeding, pursuant to the Reference of Court the 7th Instant, on their Examination into the Charges brought against the Company's Servants in Bengal, for receiving Presents;

The Consultations in the Revenue Department on that Subject, of the 7th, 10th, 11th, 14th, and 17th March, 1775, were read.

And then the Committee agreed to meet on Tuesday the 12th Instant, to proceed further in the Examination referred to them.

At a Committee of the whole Court, the 12th March 1776;

The Committee proceeded on the further Consideration of the Reference of Court of the 7th Instant, relative to the Conduct of the Company's Servants in Bengal, as stated in the Advices and Records received from thence in the Course of last Season.

Read that Part of the Address from the Governor General to the Court of Directors, dated 25th March 1775, in his Justification on the Charges brought against him for receiving Presents.

And then the Committee adjourned to Thursday next the 14th Instant, to consider further of the Matter referred to their Consideration.

At a Committee of the whole Court, the 14th March 1776;

The Committee proceeding on their Examination, pursuant to the Reference of Court of the 7th Instant, into the Charges brought against the Governor General of Bengal, relative to the Grant of the Zemindary of Bahrlund, in Favour of the Son of his Banyan Cantoo Baboo, and respecting the Appropriation of the greater Part of the Salary with which the Company is charged to the Phousdar of Houghly;

Read Part of the Governor General's Address to the Court of Directors, dated the 25th March 1775:

The Bengal Consultations, in the Revenue Department, of the 12th and 19th July 1774: Part

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

Part of the Minute of Lieutenant General Clavering, Colonel Monson, and Mr. Francis, dated 11th March 1775:

Part of the Consultations in the Revenue Department, of the 14th and 17th March 1775:

Letter from the Governor General to the Secretary, dated the 16th April 1775, and the comparative View therein mentioned, of the Jumma and actual Collection of the Farms held by Cantoo Baboo:

The 37th Paragraph of the General Letter from Bengal, in the Revenue Department, dated 21st March 1775: And,

Part of the Minute of Lieutenant General Clavering, Colonel Monson, and Mr. Francis, dated 21st March 1775.

At a Committee of the whole Court, the 21st March 1776;

The Committee taking into further Consideration, the Reference of Court of the 7th Instant, for examining into the Charges brought against the Governor General of Bengal;

Read a Summary and Narrative of Transactions there, relative to the Farms which had been in the *Possession* of Cantoo Baboo, the Governor General's Banyan, or for which he had been Security:

Also Narrative respecting the Farms of Beerboom, and the several Consultations in the Revenue Department, and other Proceedings referred to in the above-mentioned Narrative, in the Order they are therein noticed, as follows;

Consultation of 17th March 1775:

Consultation 17th May 1774:

Minute of the Majority of Council, prefixed to the Narrative, dated 21st March 1775:

Minute of the Governor General, 25th March 1775:

Enclosure, N° 1, D°:

D° of the Majority, 11th April 1775:

D° rectified Account transmitted with the Governor General's Letter to the Secretary, of 16th April 1775:

Revenue Consultations 17th March 1775—31st May 1774—12th July 1774—17th March 1775—14th, 15th, and 28th May 1772—8th June 1772—3d, 17th, and 20th August 1772—4th January 1774—29th March 1774—26th April, fol. 1273—6th May, fol. 1405—4th October, fol. 2633—24th May, fol. 1489/1491—7th June, fol. 1662—4th October, fol. 2633—18th October 1774:

Minute of the Majority, 25th February 1775:

Revenue Consultations 20th August 1772—8th April 1774—26th April 1774, fol. 1282:

Revenue Consultations 6th May—10th May—7th June—17th May—21st June—19th July—2d and 23d August—6th and 20th September 1774:

Also Extract of the Letter from Bengal, dated 18th October 1774; Paragraphs 43, 44, 45;

And then the Committee agreed to pursue the Examination into this Business at a future Time.

At a Committee of the whole Court, the 26th, 27th, and 29th March 1776;

The Committee having, in pursuance of the Reference of Court of the 7th Instant, on the same Day, and on the 8th, 12th, 14th, 21st, and 22d Instant, according to their Minutes of those Dates, examined the Letters of the Governor General and Council of Bengal, and the Evidence recorded on their Proceedings received in the Course of last Season, relative to the Charges brought against the Governor General for Corruption and Venality; upon the most mature Deliberation,

Resolved, That it appears to this Committee, that the late President and Council of Fort William in Bengal are highly reprehensible for suffering Cantoo Baboo, the present Governor General's Banyan, to hold Farms in different Purgunnahs to a large Amount, or to be Security for such Farms, contrary to the Tenor and Spirit of the 17th Regulation of the Committee of Revenue at Fort William, of the 14th May 1772.

Resolved, That the Governor General and Council of Bengal be directed to prepare an exact Statement of such Losses or Damages as the Company have sustained, by their Servants permitting Cantoo Baboo, and other Persons, to withdraw the Security they had given; and to take the most effectual Measures for the Recovery of the same.

And, the Committee having Reason to expect by the next Advices, a further Investigation and Elucidation of those Charges, which respect the receiving of Presents by their late President of the Council at Fort William, as the Subject was under the Consideration of the Governor General and Council when the Anson left Bengal; and as in all Probability Proceedings may have been had thereon before the Supreme Court of Judicature; it was

Resolved, That it be recommended to the Court of Directors, to suspend their final Determination on the said Charges, till further Lights shall enable them to decide thereon with Precision.

At

3

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

At a Court of Directors, held on Friday the 29th March 1776;

Letter from Samuel Pechell, Esquire, being read, requesting the Court to suspend their Decision on the Conduct of Warren Hastings, Esquire, Governor General of Bengal, until a Vindication of his Conduct can be offered for their Consideration;

Ordered, That the Secretary do acquaint Mr. Pechell, that the Records of the Company, respecting Mr. Hastings's Conduct in Bengal, shall be open to his Inspection and the rest of the Proprietors who wish to look into them; but that it is unusual for the Court of Directors to stop their Proceedings on Papers before them at the Requisition of any Proprietor, without that Proprietor has any other Paper or Intelligence that can throw new Lights on the Subject.

Mr. Pechell replied, He should be happy if the Whole of his Request could be complied with; but must be thankful for so much as the Court have granted.

The Court then resolved itself into a Committee of the whole Court, to consider further of the Advices received from the Governor General and Council of Bengal;

And the Chairman having again resumed the Chair;

And the Committee of the whole Court, in a Report dated the 26th, 27th, and 29th Instant, submitting to the Court the Resolutions therein mentioned, which they had passed, on their Consideration of the Reference of Court of the 7th Instant, to consider further of the Conduct of the Governor General and Council of Bengal, according to the Advices and Records received from thence in the Course of last Season, and lately by the Anson, since the Report made from the Court of Directors to the General Court, held the 6th December last;

The same was read and taken into Consideration.

And that Part of the Bengal Consultations, in the Revenue Department, dated the 26th April 1774, containing a Letter from the Collectors of Beerboom, being read: Also,

Extract of the Letter from General Clavering, Colonel Monson, and Mr. Francis, to the Chairman, dated the 1st December 1774;

Extracts of the Letters from the Governor General of Bengal, dated the 3d December 1774 and 25th March 1775, respecting the Differences which subsisted in the Council there;

Ordered, That such Part of the said Report as related to the Governor General be re-committed.

At a Court of Directors, held on Tuesday the 2d April 1776;

The Court went into a Committee of the whole Court.

At a Committee of the whole Court, the 2d April 1776;

The Committee, in pursuance of the Reference of Court of the 29th March last, re-committing to further Consideration that Part of their Report then offered to the Court, which related to the Governor General of Bengal; now re-considered the same: And some Amendments being proposed to the said Report, after very mature Deliberation thereon,

It was, on the Question being put by the Ballot,

Resolved, That it appears to this Committee, that the Conduct of the late President and Council of Fort William in Bengal, in suffering Cantoo Baboo, the present Governor General's Banyan, to hold Farms in different Purgunnahs to a large Amount, or to be Security for such Farms, contrary to the Tenor and Spirit of the 17th Regulation of the Committee of Revenue at Fort William, of the 14th May 1772, and afterwards relinquishing that Security without Satisfaction made to the Company, was highly improper, and has been attended with considerable Loss to the Company: That the Governor General and Council of Fort William be directed to prepare an exact Statement of such Losses or Damages as the Company have sustained by their Servants permitting Cantoo Baboo, and other Persons, to withdraw the Security they had given, and to take the most effectual Measures for the Recovery of the same. And, as there is Reason to expect by the next Advices a further Investigation and Elucidation of those Charges which respect the receiving of Presents by their late President of the Council at Fort William, as the Subject was under Consideration of the Governor General and Council when the Anson left Bengal; and as in all Probability Proceedings may be had thereon before the Supreme Court of Judicature; that it be recommended to the Court of Directors to suspend their final Determination on the said Charges till further Lights shall enable them to decide thereon with Precision.

And the Committee agreed to report to the Court accordingly.

And the Chairman having resumed the Chair, the Committee of the whole Court under this Day's Date, upon the Order of the 2d of last Month, for re-committing their Report then read, now offering a Resolution to the Consideration of the Court.

The same was read, being in the following Words, viz.

"Resolved, That it appears that the Conduct of the late President and Council of Fort William in Bengal, in suffering Cantoo Baboo, the present Governor General's Banyan, to hold Farms "in

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

"in different Purgunnahs to a large Amount, or to be Security for such Farms, contrary to the "Tenor and Spirit of the 17th Regulation of the Committee of Revenue at Fort William, of the "14th of May 1772, and afterwards relinquishing that Security, without Satisfaction made to the "Company, was highly improper, and has been attended with considerable Loss to the Company: "That the Governor General and Council be directed to prepare an exact Statement of such Losses or "Damages as the Company have sustained by their Servants permitting Cantoo Baboo, and other "Persons, to withdraw the Security they had given, and to take the most effectual Measures for the "Recovery of the same. And, there being Reason to expect by the next Advices, a further Investi- "gation and Elucidation of those Charges which respect the receiving of Presents by the late "President and Council at Fort William, as the Subject was under Consideration of the Governor "General and Council when the Anson left Bengal; and as in all Probability Proceedings may "have been had thereon before the Supreme Court of Judicature; that the Court of Directors do "suspend their final Determination on the said Charges, till further Lights shall enable them to "decide thereon with Precision."

And the Court having deliberated thereupon;

It was, on the Question being put by the Ballot,

Resolved, That this Court doth agree with the Committee in their said Resolution.

At a Court of Directors, held on Wednesday the 10th April 1776;

Nathaniel Smith and Robert Gregory, Esqrs. delivered in the following Dissent:

"To the Honourable the Court of Directors.

"Gentlemen,

"The Majority of the Council in Bengal having publicly and deliberately asserted, that the "Governor General, during the late Administration, had been guilty of the most daring and "flagrant Prostitution in every Branch of the Revenue, and that there is no Species of Peculation "from which he has abstained; and the same Authority having also declared, that not a Shadow of "Doubt can remain on the Mind of every unprejudiced Person, of the Appropriation by the "Governor General, of Four Parts out of Seven of the public Salary of the Phouzdar of "Houghly to his own Emolument:

"And whereas the said Governor General stands charged (in Conjunction with his Council in the "late Administration) by the said Majority, of having violated, in several Instances, some of those "very Regulations which were established by himself and his Council; which Regulations have "been approved, and in a great Degree sanctified by the Directors, the Proprietors, and the Voice "of Parliament, from those Reasons assigned by the President and Council, and which are annexed "to the Regulations:

"*And particularly*, that they suffered an Infringement of the First Regulation, by the Indulgencies "granted to Huzzery Mull, and Modun Dull, and Cantoo Baboo:

"The Second Regulation, in the extensive Grants to Huzzery Mull and Modun Dull, the Naib "Duan of Purnea, and Cantoo Baboo:

"And that the 17th Regulation has been invaded in the Revenue Contracts entered into with "a Mr. Christie, considered as an European, and the Naib Duan of Purnea, as a Collector; "and though Cantoo Baboo does not come within the Letter of the 17th Regulation, he cannot be "entirely exempted from the Spirit of it.

"*With respect to the* 10th and 11th Regulations, though no positive Proofs are come Home "to support the Charge of their not having been carried into Execution; yet the said Majority of "the Supreme Council do assert, that they have the strongest Reason to believe, that the Pottahs "or Leases have never been regularly granted to the under Farmers or Ryots. And the same "Majority further affirm, an universal Report prevails, so as to leave scarce any room to doubt "the Truth of the Assertion, that One of those arbitrary Collections, distinguished under the "Name of Mottootes, and which were so strongly condemned by the former Government, has "been levied under the Head of Durbar Crutch (or Charges) from the Provinces, but has not "been brought to the Company's Account.

"And whereas Mr. Barwell, who also was a Member of the late Administration, not only stands "charged, but has confessed to have taken to himself Rupees 1,25,500 from Two Salt Farms; "and Collusions appearing, in particular, in the Leasing the Farm of Selimabad, between Octo- "ber 1773 and February 1774, during which Period Mr. Barwell presided at Dacca:

"Therefore, well weighing the high Authority of the Accusers, who constitute a Majority of the "Supreme Council in Bengal, and the great controlling Power over India; weighing also the "Nature of the several Charges themselves, and the ruinous, fatal Consequences to be dreaded from "a divided Council, wherein such settled personal Enmity must have taken Root, that it seems "scarcely possible for Confidence ever to be restored between the two Parties:

"And considering that the Ships now under Dispatch are the last of the Season, and that they "are going to depart without conveying any decisive Opinion on the Mal-administration laid to the "Charge of two of the Supreme Council, whilst they were Members of the former Government:

"And

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

" And as there is much Reason to apprehend, that if the Ships now under sailing Orders shall " reach Bengal before the South West Monsoon shifts, no future Dispatches, from the Nature of the " Seasons, will be able, however expeditiously conducted, to arrive there before January or February 1777, which must create a Difference of at least Four, if not Five Months, in the Conveyance of any determined Resolutions concerning the Accusations now before you:

" And as we cannot reconcile it with our Duty, to suffer in Silence a Continuance of that Distraction which now reigns in the Supreme Council; especially when some of the Members declare, " that the last Half Year has been a mere Blank as to the public Concerns, the Time having been " taken up in personal Disputes; and *all* declare, that a Decision on one Side or the other is become " so necessary, that Delay must be productive of the Ruin of the State:

" For these Reasons we do enter our Dissent from the Resolutions of the 2d of this Month, as " being undecisive and ineffectual, in a Conjuncture when, in our Opinion, it behoved this Board, " without Loss of Time, to have made some Representation to His Majesty in Council, pursuant " to the Directions of the Act of Parliament, so as that the Parties accused might have been suspended, removed, or brought to their Trial, and such Steps taken thereon, as should be found " most expedient to rescue the Country from those Consequences which are likely to ensue from the " Divisions existing among the Members of the Supreme Council in India.

" We are,
" Gentlemen,
" Your most obedient and
" April the 6th 1776. " most humble Servants,
" Nath^l Smith,
" Rob^t Gregory."

At a Court of Directors, held on Thursday the 11th April 1776;

Richard Becher, Esq; delivered in the following Dissent; viz.

" I dissent to the Resolution respecting Cantoo Baboo his being permitted to hold Farms in " Bengal, and to be Security for other Farmers, for the following Reasons:

" Because it is said this Measure is contrary to the Tenor and Spirit of the 17th Regulation, " formed by the late President and Council, for conducting the Business of the Revenue; which to " me does not appear to be a Fact.

" I can see no one Objection to Cantoo Baboo being admitted Security for other Farmers, being " well known to be a Man of Property and Character.

" I see many Inconveniences, and apprehend the Interest of the Company may essentially suffer, " by entirely excluding the Banians of English Gentlemen from being Farmers, or Security for " those that may farm Lands; esteeming the 17th Regulation to extend only to the Banians and " Dependants of the English employed as Collectors; in which Sense I think the Regulation should " be strictly adhered.

" I cannot trace the least Appearance of the late President, or any Member of the Council in " Bengal, being actuated by private Motives in this Transaction. I think the Business is at present " before the Court in a very imperfect State, and Judgment passed on the Advices we now have, " may probably be erroneous. The Majority of the present Administration promise to send further " Information on the Subject, which no doubt will be accompanied with the late President and " Council's Reasons for their Conduct.

" I therefore think the Court of Directors should have suspended giving an Opinion, until by the " Arrival of the Advices, which may be daily expected, they may be enabled to form their Judgment with Precision.

" Richard Becher."

" Portman Square,
" the 3d April 1776.

At a Court of Directors, held on Wednesday the 1st May 1776;

The Court taking into further Consideration the Charges brought against the Governor General of Bengal, and Mr. Richard Barwell, of Council there, according to the Advices and Records received from thence since the 2d April last, when their last Resolutions were passed on the Conduct of those Persons;

The said Resolutions were read.

The Court then going into further Enquiry into the Conduct of the Governor General, as stated in the said Advices and Records, and in the said Resolution of Court of the 2d April last;

His Address to the Court of Directors, dated 16th May 1775, received by the Northumberland, was read;

And then the Court agreed to proceed on this Matter To-morrow at Twelve o'Clock precisely.

At

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

At a Court of Directors, held on Thursday the 2d May 1776;

The Court, according to Order, pursuing their Enquiry, as mentioned in the Minutes of the 1st Instant, into the Charges brought against the Governor General of Bengal, as stated in the Records and Advices received from thence since the 2d April last;

The following Articles were read; viz.

The 12th, 13th, 16th, 17th, 18th, and 37th Paragraphs of the Letter from Bengal, in the Revenue Department, dated 16th May 1775:

Extract of the Consultation in the said Department, held the 20th of that Month:

Account of Exactions of several Persons from Ramkissen, Rajah of Rajeshahy Purgunnah:

The 12th, 13th, 14th, and 15th Paragraphs of the Letter from Bengal, in the Revenue Department, dated 3d August 1775:

Minutes of Lieutenant General Clavering, the Honourable Mr. Monson, and Mr. Francis, dated the 16th May, 28th July, and 3d August 1775:

The Copy of the Governor General's Minute of the 17th May 1775, on the Addition to the General Letter from Bengal, dated the preceding Day, respecting Nundcomar, and which was adhered to by Mr. Barwell:

Letters from the Governor General, dated the 18th and 20th May, 31st July, and 9th August 1775:

Account dated 9th May 1775, of Durbar Expences unjustly made by Brigee Kissore Roy out of the Consummaney, &c. Cash paid to the Persons therein mentioned, from the Bengal Year 1174 to the Month Poos in the Bengal Year 1181, amounting to Sicca Rupees 12,05,054. 11. 6:

The 21st, 22d, 35th, and 36th Paragraphs of the Letter from Bengal, in the Secret Department, dated the 16th May 1775:

The additional Letter in that Department of the same Date:

The 25th to the 32d Paragraphs, both inclusive, of the Letter in the same Department:

The General Letter from Bengal, both dated the 3d August 1775.

And the Whole of the Materials at present in the Company's Possession, relative to the before-mentioned Charges, having, as entered on the preceding Minutes and those of the 1st Instant, been laid before the Court;

It was agreed to take the same into further Consideration on Wednesday next the 8th Instant.

At a Court of Directors, held on Wednesday the 8th May 1776;

The Court, according to the Minutes of the 2d Instant, taking into Consideration the several Papers and Records that were then and on the 1st Instant read, relative to the Charges brought against the Governor General of Bengal, and Richard Barwell, Esquire, One of the Council there, which have been received since the 2d of April last;

And having very maturely deliberated thereon, it was, on the Question being put by the Ballot,

Resolved, That this Court having taken into their Consideration the State of the Company's Affairs in Bengal, are of Opinion, that Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire, of the Council in Bengal, should be removed from their respective Offices; and that an humble Representation be presented to His Majesty for that Purpose.

Ordered, That the Committee of Correspondence, with the Assistance of the Company's Standing Council and Solicitor, be desired to prepare a proper Representation, agreeably to the said Resolution, and that the same be laid before the Court for their Approbation.

At a Court of Directors, held on Thursday the 9th May 1776;

The Court being informed that Samuel Pechell, Esquire, and other Proprietors, attended, and had some Business to communicate to the Court;

And those Gentlemen being introduced, Mr. Pechell delivered in a Letter, signed by himself and Eight other Proprietors; which was read, requesting that a General Court may be called on special Affairs. And at the same Time intimated, that it was proposed at such Court to consider of the Resolution, Yesterday passed by the Court of Directors, relative to the Removal of Warren Hastings, Esquire, Governor General of Bengal, and Richard Barwell, Esquire, of Council there, from their respective Offices; and also to consider of the Measures lately taken regarding the Company's Affairs in Bengal. And the Gentlemen being acquainted, that the Court would consider of their Request, they withdrew.

And the Court taking the same into Consideration, and also the Act of the 13th Year of His present Majesty, for regulating the Company's Affairs, in respect to the Right of the Proprietors to controul this Court, in the Removal of the Persons mentioned in the said Resolution; and having consulted the Company's Standing Counsel and Solicitor on that Point; it was

Resolved,

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Resolved, That a General Court be called, to meet at this House on Wednesday next the 15th Instant, on special Affairs.

The Proprietors were thereupon again called in, and acquainted therewith.

And the usual Notice to be given of the Meeting of the said Court, was then read, and approved.

At a General Court of the United Company of Merchants of England trading to the East Indies, held at their House in Leadenhall Street, on Wednesday the 15th May 1776, at Twelve o'Clock at Noon;

PRESENT,

John Roberts, Esquire, Chairman,
William James, Esquire, Deputy;
With most of the Directors, and very numerous Appearance of the Generality.

The Transactions of the General Court, held the 20th March last, were read.

The Chairman then acquainted the Court, that it was called on special Affairs, at the Desire of Nine Proprietors; and proposing that their Letter to the Court of Directors on that Occasion should be read;

The same was accordingly read, being as follows:

" To the Court of Directors of the Honourable the United Company of Merchants trading to " the East Indies.

" Gentlemen,

" We the Subscribers, Proprietors of East India Stock, duly qualified according to Law, request " that a General Court of the said Company may be called on special Affairs.

" 8th May 1776.

" Sam^{l}. Pechell,
" Robert Palk,
" John Boldero,
" John Motteux,
" Cha^{s}. Brett,
" Richard Boulton,
" W. B. Sumner,
" Step^{n}. Lushington,
" Edw^{d}. Boehm."

The Chairman then intimated, that it would be proper for some of the Subscribers to that Letter, to acquaint the Court with the Business proposed to be taken into Consideration.

One of those Gentlemen informing the Court thereof, desired that the following Articles might be read; viz.

The Resolutions of the General Court held the 6th December last, respecting the Differences which, according to the Advices then received, had arisen to the Superior Council in Bengal:

The Resolutions passed on the 2d of April last, by the Court of Directors, on the Conduct of Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire, of the said Council:

The Dissent of Nathaniel Smith, Esquire, and Robert Gregory, Esquire, dated the 6th of said April; and

The Dissent of Richard Becher, Esquire, of the 3d of the same Month, to the last-mentioned Resolutions: Also,

The Resolutions of the Court of Directors of the 8th Instant, That Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire, of the Council of Bengal, should be removed from their respective Offices, and that an humble Representation be presented to His Majesty for that Purpose.

The same were accordingly read.

And the Court proceeding to take into Consideration the said Resolution of the Court of Directors;

It was moved,

That it be recommended to the Court of Directors, to re-consider their Resolution taken by Ballot of Eleven to Ten, on Wednesday the 8th of this Instant May, and conceived in the following Words:

" The Court, taking into Consideration the State of the Company's Affairs in Bengal, are of " Opinion, that Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire, of " the Council of Bengal, should be removed from their respective Offices; and that an humble Re- " presentation be presented to His Majesty for that Purpose."

And that the Court of Directors do report to the General Court of Proprietors, as speedily as possible, their Proceedings on this Motion, before any further Steps shall be taken in that Business.

And

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And a Debate arising thereupon; in the Course whereof the following Particulars were read; viz.

A Clause and Proviso in the Charter granted by his late Majesty, on the 8th January 1753, relative to the Powers vested in the General Court, and Court of Directors of this Company:

A View of the Charges brought against the Company's Servants in Bengal, for receiving Presents, specifying by whom said to have been made, to what Amount, and the Nature of the Evidence given on that Account:

An Account of Durbar Expences made by Brigee Kissore Roy, out of the Consummaney, &c. paid to sundry Persons, from Bengal Year 1174, to the Month of Poos, Bengal Year 1181:

Part of the Bengal Consultations, in the Revenue Department, on the 14th March 1775, relative to Examination of Brigee Kissore, as to the Payment of Money to the Governor General: And,

Minute of Lieutenant General Clavering, the Honourable George Monson, and Philip Francis, Esquire, of the Bengal Council, dated the 21st March 1775, respecting the holding of Farms by the Governor General's Banian.

And the Court having continued their Deliberation for a great Length of Time, on the Business in question;

It was moved to adjourn until To-morrow, at Ten o'Clock in the Forenoon, to consider further thereof.

And the Question being accordingly put;

It was declared, from the Chair, to have passed in the Negative.

And the Court dividing thereon;

And it appearing, that 97 were for the Adjournment, and 111 against it;

The Chairman again declared the Question had passed in the Negative.

The Court then resuming the Debate on the before-mentioned Motion; and,

Having further considered the same;

It was demanded, by the following Proprietors, that the Question thereon be put by the Ballot; viz.

Samuel Pechell, Esquire,
Keane Fitzgerald, Esquire,
Henry Hastings, Esquire,
William Jones, Esquire,
Thomas Davenport, Esquire,
Henry Jodrell, Esquire,
William Elliott, Esquire,
Mr. Wm Cooper Keating,
John Boldero, Esquire.

And it was thereupon

Resolved, That the Question on the Motion, *"That it be recommended to the Court of Directors, to re-consider their Resolution, taken by Ballot of Eleven to Ten, on Wednesday the 8th of this Instant May, and conceived in the following Words:*

"The Court, taking into Consideration the State of the Company's Affairs in Bengal, are of Opinion, that Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire, of the Council of Bengal, should be removed from their respective Offices; and that an humble Representation be presented to His Majesty for that Purpose:

"And that the Court of Directors do report to a General Court of Proprietors, as speedily as possible, their Proceedings on this Motion, before any further Steps shall be taken in that Business;" be put by the Ballot, at this House, on Friday next, the 17th Instant, from Eleven *o'Clock in the Forenoon, until Six in the Evening; and that the Determination thereof be reported to the General Court the same Evening.*

The Court then, it being near 12 at Night, on the Question, adjourned.

At a Court of Directors, held on Friday, the 17th May 1776.

Draft of the Minutes of the General Court, held the 15th Instant, was read.

At a General Court of the United Company of Merchants of England trading to the East Indies, held at their House in Leadenhall Street on Friday the 17th May 1776, at Eleven o'Clock in the Forenoon;

PRESENT,

John Roberts, Esquire, Chairman,
William James, Esquire, Deputy;
With most of the Directors, and a very numerous Appearance of the Generality.

The Court being met to receive the Votes for the Determination of the Question, resolved, on the 15th Instant, to be this Day put by the Ballot;

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The following Gentlemen were appointed Scrutineers to examine the said Votes, and to report the Determination of the said Question, viz.

John Whitelock, Esquire,	William Crichton, Esquire,
Thomas Parry, Esquire,	George Thomson, Esquire,
George Stainforth, Esquire,	Stephen Lushington, Esquire.

At Six o'Clock the Glasses being finally closed, were delivered to the Scrutineers.

And about Seven the same Evening, John Whitelock, Esquire, Chairman of the Scrutineers, brought in their Report; which was read, being as follows:

East India House, 17th May 1776.

" We whose Names are hereunto subscribed, being appointed by the General Court of the " United Company of Merchants of England trading to the East Indies, to examine the Votes de- " livered in this Day, for the Determination, by Ballot, of the following Question, viz.

" That it be recommended to the Court of Directors to re-consider their Resolution, taken by Ballot " of Eleven to Ten, on Wednesday the 8th of this Instant May, and conceived in the following " Words, viz. " The Court, taking into Consideration the State of the Company's Affairs in Bengal, " are of Opinion, that Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire, " of the Council of Bengal, should be removed from their respective Offices; and that an humble " Representation be presented to His Majesty for that Purpose:" And that the Court of Directors do " report to a General Court of Proprietors, as speedily as possible, their Proceedings on this Motion, " before any further Steps shall be taken in that Business.

" And being also appointed to report the Number of Votes for and against the said Question; " have accordingly examined the said Votes, and find, viz.

" 377 Votes for the Question,
" 271 Votes against the Question,

" 106 Majority.

" John Whitelock,
" Thomas Parry,
" Geo. Stainforth,
" Wm. Crichton,
" George Thomson,
" Stephen Lushington."

It was thereupon declared from the Chair, that the Question was carried in the Affirmative.

And then the Court, on the Question, adjourned.

At a General Court of the United Company of Merchants of England trading to the East Indies, held at their House in Leadenhall Street, on Wednesday the 19th of June 1776, at Twelve o'Clock at Noon;

PRESENT,

John Roberts, Esquire, Chairman,
William James, Esquire, Deputy;
With most of the Directors, and a large Appearance of the Generality.

The Transactions of the Two last General Courts, of the 15th and 17th of May, were read.

The Court then taking into Consideration the Resolution of this Court of the 17th May last, recommending it to the Court of Directors to re-consider the Resolution passed by them the 8th of the same Month, That Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire, of the Council of Bengal, should be removed from their respective Offices, and that an humble Representation be presented to His Majesty for that Purpose;

And after having deliberated thereon, it was, on the Question,

Resolved, That the Court of Directors do, within Eight Days from the Receipt of the Packet by the Salisbury, summon a General Court, and make their Report on the Resolution of this Court of the 17th of last Month.

At a Court of Directors, held on Wednesday the 17th July 1776;

The Opinions of Mr. Attorney General and Mr. Dunning, on a Case, as prepared and laid before the Court the 11th Instant, were read.

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At a General Court of the United Company of Merchants of England trading to the East Indies, held at their House in Leadenhall Street on Wednesday the 17th July 1776, at 12 o'Clock at Noon;

PRESENT,

John Roberts, Esquire, Chairman,
William James, Esquire, Deputy;
With most of the Directors, and a numerous Appearance of the Generality.

The Transactions of the General Court, held the 27th June last, were read.

The Chairman then acquainted the Court, that it is called in consequence of the Resolution of last Court, for the Court of Directors to make their Report on the Reference of this Court of the 17th May last; "that the Court of Directors do re-consider their Resolution of the 8th of the "same Month, for the Removal of Warren Hastings, Esquire, Governor General, and Richard "Barwell, Esquire, of Council in Bengal, from their respective Offices;" and that their Proceedings thereupon, as contained in their Minutes, are ready to be laid before the Court.

And the same were accordingly read, being as follows:

PROCEEDINGS of the Court of Directors, on their Consideration of the Reference of the General Court of the 17th May 1776.

At a Court of Directors, held on Wednesday the 22d May 1776;

Draft of the Minutes of the General Court, held the 17th Instant, was read.

It was then, on a Motion,

Ordered, That the Resolution of the said General Court be taken into Consideration on Wednesday the 5th June next.

At a Court of Directors, held on Wednesday the 5th June 1776;

On a Motion,

Ordered, That the Consideration of the Resolution of the General Court, held the 17th ultimo, be postponed till the Receipt of further Advices from Bengal.

At a Court of Directors, held on Wednesday the 26th June 1776;

The Chairman presenting to the Court a Narrative and Minutes from the Bengal Consultations relative to Munny Begum;

Ordered, That the same do lie on the Table for the Inspection of the Directors.

At a Court of Directors, held on Wednesday the 3d July 1776;

The Chairman acquainting the Court that all the Packets from Bengal per Salisbury, were received;

It was, on a Motion,

Ordered, That a General Court be summoned to meet at this House on Wednesday the 17th Instant, on special Affairs; and that the usual Notice be given thereof, agreeable to an Advertisement, now read and approved.

The following Letters were read, viz.

General Letter from Bengal, dated the 20th November 1775.

Secret Letter of the same Date.

Governor General and Mr. Barwell's Dissent to the said General Letter.

General Clavering's Remarks on that Dissent.

The Governor General's Reply to those Remarks.

Letter from General Clavering, Colonel Monson, and Mr. Francis, dated the 21st November 1775.

Letter from the Board of Trade, dated 31st October 1775.

At

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At a Court of Directors, held on Thursday the 4th July 1776;

Minutes from the Bengal Consultations, relative to Munny Begum, as presented to the Court the 26th ultimo, were read.

At a Court of Directors, held on Tuesday the 9th July 1776;

The Court now taking into Consideration the Reference of the General Court of the 17th May last, the following Particulars, relative to the State of the Company's Affairs in Bengal, were read, viz.

Extracts from the Bengal Consultations, in the Secret Department, of the 31st July, and 4th September 1775.

Minutes of General Clavering, Colonel Monson, and Mr. Francis, dated the 16th May, 3d August, and 15th September 1775.

Letters from the Governor General of Bengal, dated the 18th May and 31st July 1775, all regarding the Transactions with Munny Begum. Separate Consultations, in the Department of the Bengal Revenues, of the 25th and 28th April, 9th June, and 1st September 1775, relative to the Farms held by Mr. James Christie.

Extracts of the Consultations in the same Department, held on the 7th, 14th, and 25th April, the 19th, 23d, 26th, and 30th May, the 30th June, 7th July, and 24th October 1775, concerning the Transactions at Burdwan.

Letter and Extract of Proceedings of the Governor General and Council in their Revenue Department, dated the 28th November 1775, and,

Letter from the Secretary of that Department, dated 30th November 1775, transmitting Copy of one from Mr. Vansittart of that Date.

Copy of the Remarks of General Clavering, Colonel Monson, and Mr. Francis, on the Settlement of Beerboom, Bissenpore, and Patcheat.

Copy of Mr. Barwell's Minute in Reply to those Remarks, relative to the Districts of Bissenpore and Pacheat; also

Postscript of the Governor General's Minute, N° 2, on the same Subject, in answer to the Minute of General Clavering, Colonel Monson, and Mr. Francis, of the 15th September 1775, N° 1. All received per Salisbury.

Extracts of the Bengal Consultations in the Revenue Department, of the 7th and 28th April, the 12th and 19th May, and the 13th, 14th, and 30th June 1775, relative to the Zemindarry of Radshahy.

Minute of Mr. Francis, Colonel Monson, and General Clavering, of the 12th May, on the Orders of the Court of Directors, and a Clause in the late Act of Parliament, as they respect the Subject of Europeans being concerned in the Company's Farms.

And then the Court postponed their further Consideration of the Reference of the General Court until To-morrow.

On a Motion,

Ordered, That the Records and Papers relative to the Disputes in the Council in Bengal do lie open for the Perusal of the Proprietors.

At a Court of Directors, held on Wednesday the 10th July 1776;

The Court proceeding further on the Consideration of the Reference of the General Court of the 17th May last, the following Articles were read; viz.

The Resolutions of the General Court, held on the said 17th May and 19th June last.

Parts of the Proceedings of the Committee of Revenue, of the 11th, 14th and 18th April, and 12th May 1773, relative to the Transactions of Mr. Barwell in the Business of the Dacca Salt Farms.

Parts of the Bengal Consultations in the Revenue Department, of the 30th May 1775, containing Letters from Messrs. Grueber, Hollond, and others, acknowledging the respective Shares received by them from the Dacca Salt Farms.

Part of the Consultation in the same Department, of the 31st October 1775, respecting the Opinion of Mr. Farrar, the Company's Counsel, upon the Charge of the Ranny of Burdwan against different Persons.

The Court then considering the Subject of the several Particulars which have been read, in consequence of the said Reference of the General Court;

It was moved,

That notwithstanding the Resolution of this Court, of the 2d Day of April 1776, "That it appears that a considerable Sum of Money has been given by one of the Company's Tenants, for "holding the Salt Farms of Selimabad and Duccansavagepoor, in the Districts of Dacca, over and "above

"above the Engagement of those Farms to the Company, contrary to the Letter and Spirit of the "11th Regulation of the Committee of Revenue of the 14th May 1772; and that Mr. Barwell has "acknowledged having charged the said Tenant, for his own Use and the other Gentlemen of the "Factory, with the Amount of 125,500 Rupees, for permitting him to hold the said Farms:"

And notwithstanding Mr. Barwell's Letter of the 23d March 1775, to the Secretary of the Governor General and Council at Fort William, in their Revenue Department, whereby he confesses, that while he was Chief at Dacca, the said Farms of Selimabad and Duccansavagepoor became his, and were by him relet to an Under Tenant, on Condition that he should account with him, the said Mr. Barwell, for Profits to a certain Sum:

And notwithstanding the 11th and 17th Regulations, made by the said Mr. Barwell and the rest of the Council at Fort William, by which it was (for securing the Company in their Property, and the Ryots from Oppression) ordained, that no European should, directly or indirectly, be permitted to rent Lands in any Part of the Country:

It is the Opinion of this Court, that the following Resolution of the 8th Day of May last; viz. "That this Court, having taken into Consideration the State of the Company's Affairs in Bengal, are of Opinion, That Warren Hastings, Esquire, Governor General, and Richard Barwell, "Esquire, of the Council in Bengal, should be removed from their respective Offices; and that "an humble Representation be presented to His Majesty for that Purpose;" be rescinded, so far as the same relates to Richard Barwell, Esquire.

And the Court having maturely considered of the said Motion, and read

The 23d, 27th, 28th, and 29th Sections of the 13th Year of the Reign of His present Majesty, Chap. 63:

The Advertisement for farming the Salt Mahls in the Dacca Districts, entered on the Consultation of the same Place, of the 24th October 1772: And

Part of Mr. Barwell's Minute, in Reply to the 5th Article of the Proceedings and Resolutions of the Committee appointed for investigating the Complaints of Coja Kaworke Simon, relative to the Salt Farms of Selimabad and Duccansavagepoor:

And some Doubts arising, in the Course of the Debate, on the Construction of that Part of the said Act relative to the trading in Salt by the Company's Servants:

And Mr. Smith, the Company's Solicitor, being consulted, represented the same as a Case of too much Difficulty for his giving a decisive Opinion thereon.

The Court then having further considered of the said Motion;

And the previous Question being proposed, and put by the Ballot, Whether the Question on the said Motion be now put;

And the Number of Votes for and against the Question appearing to be equal,

Two Lots were prepared, pursuant to the Directions in the Company's Charter; and the Treasurer being called in, drew the Lot, which determined the previous Question to be passed in the Negative.

It was then, upon further Consideration, moved,

"That the Court, pursuant to the Recommendation of the General Court of the 17th May last, "*taking into further Consideration the Resolution of this Court of the 8th Day of May last, in the following Words; viz.*

"That Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire, of the "Council in Bengal, should be removed from their respective Offices; and that an humble Repre- "sentation be presented to His Majesty for that Purpose;

"Do resolve, That so much of the said Resolution of the 8th Day of May last, as relates to "the said Richard Barwell, be now rescinded:"

And the Question on the said Motion being put by the Ballot,

There appeared an Equality of Votes for and against the same.

And the Question being put, according to the Charter, in the Manner above mentioned,

It was by the Lot determined, that the same passed in the Affirmative.

On a Motion,

Ordered, That Mr. Smith be directed to prepare a Case from the Company's Records, to be laid before the Court To-morrow, for their Approval, respecting a Sum of One Lack and a Half of Rupees, alledged to be given to Mr. Hastings, Governor General of Bengal, by Munny Begum; and that the same be laid before Counsel for their Opinion.

And then the Court agreed to adjourn the Consideration of that Part of the said Resolution of the General Court which regards the Governor General of Bengal, until Friday next, the 13th Instant.

At a Court of Directors, held on Thursday the 11th July 1776.

Appendix, N° 111. A.

On a Motion,

Ordered, That that Part of the Resolution of the General Court of the 17th May last, which regards the Governor General of Bengal, be taken into Consideration on Tuesday next the 16th Instant.

Mr. Smith laying before the Court a State of the Case prepared according to the Order of the 10th Instant, respecting the Sum of One Lack and a Half of Rupees, alleged to have been given to the Governor General of Bengal by Munny Begum;

And

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And the same being read, and some Amendments made therein, was, with the Query put, approved, in order to be laid before the Attorney and Solicitor General, Mr. Serjeant Adair, Mr. Sayer, and Mr. Dunning, that their respective Opinions thereon may be obtained as speedily as possible.

At a Court of Directors, held on Tuesday the 16th July 1776.

The Court, according to Order, taking into Consideration that Part of the Resolution of the General Court of the 17th May last, relative to the Resolution of this Court of the 8th of that Month, which regards the Governor General of Bengal;

And the Opinions of Mr. Solicitor General,
Mr. Serjeant Adair, and
Charles Sayer, Esquire, taken in consequence of the Minute of last Court, being read and considered; Appendix, N° 111. B.

And it being moved,

That the Court, pursuant to the Recommendation of the General Court, of the 17th Day of May last, taking into further Consideration the Resolution of this Court of the 8th Day of May last, in the following Words; viz.

"That Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire, of the "Council in Bengal, should be removed from their respective Offices; and that an humble Representation be presented to His Majesty for that Purpose;"

Do resolve, that so much of the said Resolution of the 8th Day of May last, as relates to the said Warren Hastings, Esquire, be now rescinded.

And the Question being accordingly put by the Ballot,
The same passed in the Affirmative.
The following Articles were also read; viz.

The Case, mentioned in the said Proceedings, relative to the Sum of One Lack and a Half of Rupees, alleged to have been given to the Governor General of Bengal by *Munny Begum*, with the annexed Appendix, and

The Opinions thereon of Mr. Attorney General,
Mr. Solicitor General,
Mr. Serjeant Adair,
Mr. Sayer, and
Mr. Dunning: Also,

Extracts of the Minutes of General Clavering, Colonel Monson, and Mr. Francis, dated the 16th May, 3d August, and 15th September, 1775.

A Motion was thereupon made,

"That it be recommended to the Court of Directors, to print, for the Information of the Proprietors and the Public, the Proceedings which have been had in Bengal since the Establishment of the "Supreme Council, relative to any Presents, alleged to have been received, or to any Frauds, "Abuses, or Oppressions, alleged to have been committed, by any of the Company's Servants, "together with the Case laid before, and Opinions of, Counsel; and all other Papers in their Possession, relating to the Disputes which have prevailed in the said Council; and all the several Paragraphs in the Letters from the Court of Directors, and from their Servants Abroad, relative to "the Character of Nundcomar."

And the Court having maturely considered of the said Motion, and the Question being at length put thereon,

The same passed unanimously in the Affirmative.

And then the Court, on the Question, adjourned.

At a Court of Directors, held on Wednesday the 31st July 1776;

The Dissent of the Chairman, Deputy Chairman, Mr. Wombwell, Mr. Wheler, and Mr. Tatem, Yesterday delivered, in order to have been signed and presented, if a sufficient Number of Directors had met to constitute the Court which had been summoned then to meet, was now read; and is in the following Words: viz.

"To the Honourable the Court of Directors.

"Gentlemen,

"It is with Reluctance we differ from any Act of this Court which has received the Assent of a "Majority of our Body; but, lamenting the unhappy Differences which subsist in the Supreme "Council in Bengal, being alarmed at the present State of that Settlement, and feeling the Necessity "of some efficient Measure to give the executive Part of that Government its full Force, as established by the Legislature, we find ourselves called upon, from the Station we hold, and from "our Responsibility to the Public, to record our Reasons for concurring in the Resolutions of the "8th May last, for the Recall of Mr. Hastings and Mr. Barwell, and for dissenting from those of the "10th and 16th July for rescinding the same.

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" Because we think an immediate Change in the Supreme Council not only highly expedient, " but absolutely necessary; as the Governor General declares, by his Letter of 25th March 1775, " That the last Six Months have been a Blank in his Government; and in his other Letters, That " when the Council meet, they waste their Time in Altercation, instead of proceeding to the Dis- " patch of Business; that he will be no longer responsible; that it is a Case to which Palliatives " cannot be applied; and that he apprehends the Want of Unanimity at the Board, may extend to the " Provincial Councils, and affect the Revenues:—That nothing but a decisive Remedy can secure the " Company's Prosperity, and the National Interests, in Bengal, from Anarchy and Ruin; and as the " Majority declare, that, from the distracted State of the Settlement, they can no longer be re- " sponsible for the internal Government of the Country, or the Safety of the State; and as the " whole Council most earnestly solicit Decision from the Court of Directors:

" Because, by the Resolutions of this Court, of the 1st December 1775, confirmed by Resolutions " of the General Court, it is declared, that the Agreement made with Suja Dowla, for the Hire of " a Part of the Company's Troops for the Reduction of the Rohilla Country, and the subsequent " Steps taken for carrying on that War, were founded on wrong Policy, were contrary to the " general Orders of the Company, frequently repeated, for keeping their Troops within the Bounds " of the Provinces, and for not extending their Conquests, and were also contrary to those general Prin- " ciples of Justice which the Company wish should be supported; and that the whole Correspondence " between the Governor General and Mr. Middleton should have been laid before the Members of " the Superior Council, who ought to have received every Information respecting the Transactions " of the Company's Agent at Suja Dowla's Court, in order to regulate their Conduct at that critical " Period:

" Because this Court hath, by its Resolution of 2d April last, declared, that Mr. Hastings's " Conduct, in suffering his Banyan to hold Farms in different Purgunnahs to a very large Amount, " and afterwards to relinquish the same without Satisfaction made to the Company for the Rent, " was contrary to the Tenor and Spirit of the 17th Regulation (by himself established) was highly " improper, and attended with considerable Loss to the Company:

" Because it does not appear by the Papers from Bengal, that Mr. Hastings either represented to " this Court, or used his Endeavours to reform, many Frauds and Abuses which prevailed in Bengal " during his Administration; and the Majority of the Council have declared, that he hath opposed " and withstood their Endeavours to investigate such Misconduct:

" Because, by the Resolution of this Court, of the 2d April 1776, it is declared, that a considerable " Sum of Money had been given by one of the Company's Tenants, for holding the Salt Farms of " Selimabad and Duccansavagepore, in the Districts of Dacca, over and above the Engagement of " those Farms to the Company, contrary to the Letter and Spirit of the 11th Regulation of the " Committee of Revenue, 14th May 1772; and that Mr. Barwell had acknowledged having charged " the said Tenant, for his own Use and the other Gentlemen of the Factory, with the Amount of " *1,25,500 Rupees, for permitting him to hold the said Farms:*

" *Because Mr. Barwell, in his Letter of* 23d March 1775, to the Secretary of the Governor Ge- " *neral and Council of Fort William* in their Revenue Department, confesses, that while he was " *Chief at Dacca*, the said Farms of Selimabad and Duccansavagepore became his, and were by " him re-let to an Under Tenant, on Condition that he should account with him, the said Mr. Bar- " well, for Profits to a certain Amount:

" Because, by the 11th and 17th Regulations, made by the said Mr. Barwell and the rest of the " Council at Fort William (for securing the Company in their Property, and the Ryots from Op- " pression) it was ordained, that no European should, directly or indirectly, be permitted to rent Lands " *in any Part of the Country:*

" *Because Mr. Barwell's* being concerned in Salt subsequent to August 1774, appears to us to be " contrary to the Intent and Meaning of the Act of the 13th of His present Majesty.

" For these Reasons we concurred in the Resolution of this Court of 8th May last, for the Re- " moval of Mr. Hastings and Mr. Barwell; and, from the Magnitude of this Business, we think " ourselves obliged to declare, that the Reasons which then induced us to join in that Resolution " have received additional Weight by the subsequent Dispatches; and in our Opinion the Expediency " and Necessity of the Measure still continue in full Force, more especially as no other Measure, to " remedy the Evils at present subsisting in Bengal, has been proposed.

" We are,
" Gentlemen,
" With great Regard,
" Your most obedient and
" most humble Servants,

" London,
" the 31st July 1776."

" John Roberts,
" William James,
" G. Wombwell,
" Edward Wheler,
" George Tatem."

At

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At a Court of Directors, held on Wednesday the 7th August 1776;

Frederick Pigou, Esq; now signed the Dissent of the Chairman, Deputy Chairman, and other Gentlemen in the Direction, which was read in Court the 31st July last.

APPENDIX, N° 111. A.

CASE respecting a Lack and a Half of Rupees alledged to have been received by Mr. Hastings; with the Opinions of Mr. Attorney General, Mr. Solicitor General, Mr. Serjeant Adair, Mr. Sayer, and Mr. Dunning.

Mr. Smith's Report respecting Money alledged to have been unduly received by the Company's Servants in Bengal; with Mr. Sayer's Opinion thereon.

Order of the Court of Directors.

ORDERED, That Extracts be speedily made from the Consultations and Proceedings of the Governor General and Council, relative to all Monies taken, or stated as taken, by the Company's Servants in Bengal, and not authorized by the Court of Directors; and that Copies thereof be delivered to Mr. Sayer and Mr. Smith, for their Advice what Measures it is proper to pursue for Recovery of all Sums, for the Use of the Company, which may appear to have been unduly received by their Servants.

Mr. Smith's Report.

Pursuant to the foregoing Order, I have not only perused the several Extracts delivered to me by Mr. Wilks, but also the original Consultations and Proceedings of the Governor General and Council of Bengal, thereby referred to; which being very voluminous, have required a great deal of Time to read and digest.

In some of the Cases the Facts are very clear, but in others the Allegations and Proofs are so loose, incorrect, and in many Instances so contradictory to each other, that I cannot form a satisfactory Opinion of them.

Wishing to give the best Information to the Court in my Power, I will first, as shortly as possible, state the different Cases, as they appear upon Record, and then mention what Measures occur to me as proper to be pursued.

The Cases of the different Persons vary in their Circumstances, but they may be arranged under Three General Heads; viz.

1st. Obtaining Money on collusive Contracts or Leases of Salt Works and Farms.
2d. Presents or Gratuities from Munny Begum, out of the Infant Nabob's Treasury.
3d. Charges of the like Nature by the Ranny of Burdwan.

1st. As to the Salt Works in Dacca District: The only Persons mentioned as having acquired Money unduly from these Works, are, *The Committee of Circuit*, whom Mr. Wilks's Extract states to be Mr. Dacres, Mr. Laurell, and Mr. Graham.

Mr. *Grueber*, the Chief and Collector of Dacca at the Time the Leases in that District were granted.

Mr. *Richard Barwell*, who succeeded Mr. Grueber as Chief of Dacca.

Messrs. *Wm Barton* and *Thos Sheels*, the former Resident at Luckapoor, the latter at Colinda; but a Letter of Mr. Grueber's shews that *other Persons, who were not named, were Partakers of the Advantages acquired by him.*

It appears, that in 1772 the President and Council of Bengal resolved to change the Mode of making Leases or Contracts for the Salt in Dacca District. In consequence of a Letter to the Collector on this Subject, he transmitted Proposals, which are said to have been made by the Dacca Merchants, for delivering certain Quantities of Salt to the Company, at certain Prices; these Proposals being deemed inadmissible by the President and Council, they referred the Business to the Committee of Circuit, then at Dacca, who advertised for granting Leases or Contracts of the Salt Mahls to such Persons who should offer the most advantageous Terms to the Company in respect to Quantity

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Quantity and Price. The Committee afterwards tranſmitted the Names of ſeveral Natives of Bengal, with whom they ſaid they had made Contracts for the Salt Farms, in Four Lots, for the Term of Five Years, in purſuance of the public Bidding. It does not appear, whether there were any other Bidders than thoſe with whom the Contracts were made. *And it is obſervable, that in Three out of the Four Contracts, the Price to be paid by the Company for the Salt, was more than was required by the Propoſals of the Dacca Merchants, which are declared inadmiſſible.* In one Contract, the Company was to pay upwards of Fourteen per Cent.; in another, upwards of Six and an Half per Cent.; and in the Third, upwards of Five and Three Quarters per Cent. more than the Dacca Merchants Propoſal; but the Quantity of Salt contracted for in each of theſe Caſes was greater than what the Dacca Merchants propoſed to deliver; the Fourth Contract, however, was for Delivery of a greater Quantity than the Dacca Merchants propoſed, and at a leſs Price by Four and a Half per Cent.

It was not known that theſe were not real bona fide Contracts for the Account of the Perſons whoſe Names were given in as the Contractors, until an Habeas Corpus iſſued from the Supreme Court on Behalf of Perſons impriſoned by Coja Kaworke, one of the oſtenſible Contractors or Farmers; which Writ having iſſued upon the Ground of Kaworke's being in the Service of the Company, or of an European, he was required to make an Affidavit to contradict thoſe Allegations; which he refuſed to do; and immediately gave Information to the Governor General and Council, of the Manner in which the Leaſes or Contracts he held under were granted, and complained of ill Treatment from Mr. Barwell's extorting Money and Securities from him on account thereof.

Kaworke's Complaints related to the Salt Farms of Duccanſavagepore and Selimabad. The former was contracted for in the Name of Radachurn Day, in which Contract Coja Kaworke was Security; the latter by Ram Chundry Doſs, in which Boleram Surma was Security. Duccanſavagepore Farm was put into the Poſſeſſion of Kaworke from the Commencement of the Contract, and Selimabad was delivered to him about a Year afterwards. *It now appears, that theſe Perſons were only the oſtenſible Contractors, and that in Truth their Names were made uſe of for the Benefit of and ſubject to private Agreements with the Committee of Circuit*, and the Chief or Collector of Dacca, who were the real Contractors. By the public Contract of Duccanſavagepore Farm, the Contractor was to deliver to the Company 50,000 Maunds of Salt, at 80 Rupees per 100 Maunds, and for all the Surplus Salt delivered, the Company was to pay 25 Rupees more per 100 Maunds; but, by a private Agreement, he was to deliver 50,000 Maunds for the Uſe of the Committee of Circuit, for 60 Rupees per 100 Maunds, and 10,000 Maunds more at 85 Rupees per 100 Maunds, and to Mr. Grueber 10,000 Maunds more, at 60 Rupees per 100 Maunds.

It appears by a Letter from Mr. Grueber, that in purſuance of this Agreement the Committee of Circuit were paid 12,000 Rupees, being the Difference of Price of 60,000 Maunds of Salt abovementioned between what was actually paid to Kaworke and the Price paid by the Company; and it appears by the ſame Letter, that 10,000 Maunds of Salt were delivered to Mr. Grueber at 60 Rupees per 100 Maunds; of which Quantity, Mr. William Hollond, Mr. J. G. Halliburton, Mr. Robert Crauford, Mr. Thomas Legh, Mr. Matthew Day, and Mr. Francis Law, acknowledge that they had a Share with him.

It does not expreſsly appear that the Committee of Circuit made any private Agreement reſpecting the other Salt Farms; viz. Selimabad, Sundeep, and Buleah; but as they were all granted to the Natives for the Uſe of the Engliſh Gentlemen in the Company's Service, it is natural to preſume that the Committee of Circuit reaped the like proportionable Advantages from theſe Contracts as they did from the Duccanſavagepore Contract.

As to Sundeep, it appears that Joynarain Goſſaul, the oſtenſible Contractor, accounted with Mr. Grueber for Profits the Firſt Year, but in what Mode, or to what Amount, is not ſtated. As to the Farm of Selimabad, it is not ſtated, whether Mr. Grueber received any Advantage from it, *but there is no Doubt that he did, becauſe Mr. Barwell, who ſucceeded him in the Chiefſhip, certainly did, who claims only what his Predeceſſor had as an Emolument of Office.*

Mr. Barwell ſucceeded Mr. Grueber as Chief of Dacca; and although he diſapproved of the Mode in which Mr. Grueber had availed himſelf of the Profit of theſe Contracts, he adopted the Principle, and conſidered them as coming to him, as Mr. Grueber's Succeſſor, as an Emolument of Office. Inſtead of receiving Salt, or having Profits accounted for, he inſiſted to have his Profits realized by a certain Payment; and accordingly obtained Payments and Securities from Kaworke for Duccanſavagepore and Selimabad Farms, to the Amount of 125,500 Rupees; he alſo obtained from Goſſaul for Sundeep Farm, a Payment of 22,000, and a Security for 60,000 Rupees.

It is repreſented (and I underſtand the Fact is ſo) that Mr. Barwell rendered very imminent Services to the Company in his Management of their Buſineſs as Chief of Dacca; and he ſays, that his Salary and ſtated Advantages were not equivalent to his Expences, and therefore he conſidered the Salt Farms as an Emolument of Office; but however meritorious Mr. Barwell's Conduct may have been, and however ſmall his Salary and ſtated Allowances, if he thought fit to take the Chiefſhip upon thoſe Terms, he muſt abide by them, and could not carve for himſelf: If the Preſident and Council had meant to give theſe Advantages to the Chief, they ſurely would have ſaid ſo, and the Contracts would not have been advertiſed to be diſpoſed of to the beſt Bidder.

After the Habeas Corpus iſſued, Kaworke (contrary to his own Acts) inſiſted, before the Governor General and Council, that the Leaſes of Duccanſavagepore and Selimabad belonged to him, independent of Mr. Barwell; and upon examining into it, although Mr. Barwell had previouſly brought a Suit

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Suit to try the Right, they put Kaworke into Poſſeſſion, under an Idea that he was entitled to the Leaſe, and that Mr. Barwell had not made out any Title thereto.

If the Governor General and Council are right in their Determination upon this Point, it may be argued, that Mr. Barwell muſt refund to him all that he has received, as ſo much extorted by him; and in that Caſe the Company may be deprived of all the Advantages made by the different Parties, by the colluſive Contracts above ſtated; but I truſt, that no Court of Juſtice will give ſuch a Judgment; in this Caſe Kaworke was a Party to the taking the Leaſes or Contracts upon Terms unfair and injurious to the Company, and therefore he can no more avail himſelf of them than the other Parties can.

As to Buleah or Belluah Salt Farm; it appears to have been taken in the Name of Ramchurn Mudjee, and Obeychurn Melre, for the Account of Mr. Barton and Mr. Sheeles, who enjoyed the Profits for the Firſt Year, (but in what Way is not ſtated); and in the Courſe of the Second Year ſold the Farm to the Perſons whoſe Names were made uſe of as the oſtenſible Contractors.

Mr. Sheeles is ſince dead, and his Repreſentatives have exhibited a Complaint againſt Mr. Barton, for not accounting with them for the Profits of this Salt Work.

Upon the above Facts, I think there can be no Doubt that all the Salt Leaſes or Contracts were granted in a Manner, and upon Terms, that a Court of Equity will deem fraudulent to the Company. The Company's Servants acting for the Company, cannot make a Bargain with themſelves; if they had openly ſaid, We will take theſe Contracts, it would have required the Conſent of the Company, or of the Preſident and Council, to make it a binding Bargain, and the ſetting up Third Perſons to do the ſame Thing ſecretly, (which if done openly would have been void) cannot mend, but will aggravate the Caſe. It probably was underſtood by the People of the Country, that the Servants of the Company, who were to grant the Leaſes, would be Bidders for them themſelves; and if ſo, it is not to be wondered at that there were no other Bidders beſides the Perſons employed by them. The Terms upon which Three of the Leaſes or Contracts were made, were manifeſtly injurious to the Company; for the Prices to be paid by the Company for the Salt, were greater than the Dacca Merchants had before offered to contract for. The other Contract (Buliah) no Doubt was a very advantageous one. It may fairly be preſumed, that thoſe who actually worked the Salt Farms for or under the Company's Servants, would have given the ſame Advantages to the Company as to them; and it is not unlikely, that if the Farms had been fairly put up to a public Bidding, there might have been a Competition amongſt the Bidders, and better Terms offered to the Company than even thoſe upon which the Company's Servants permitted the Salt Workers to hold the Lands. Mr. Barwell coming into the Place of Mr. Grueber in the Manner ſtated, could not acquire a better Right to the Leaſes than Mr. Grueber had; it muſt appear to him (even if the whole Facts were not fully diſcloſed) that the Bargain was an unfair and colluſive one, and that he had no Right to reap ſo great an Advantage at the Company's Expence, without the Privity and Allowance of the Company.

The Caſe of the Buliah Contract does not, at preſent, ſeem to be quite ſo unfavourable a one to the real Contractors, as the others; becauſe it does not appear that they were concerned or intereſted in letting the Farms: But the ſetting up Natives to offer Propoſals for the Work, and keeping their own Names concealed, is a very ſtrong Circumſtance of Unfairneſs; and when the Caſe comes to be enquired into, I have no Doubt that many other ſtrong Facts will come out; and if it ſhould appear that the Committee of Circuit reſerved a Payment to themſelves, that Circumſtance alone will be deciſive Evidence of the Colluſion of the Bargain.

The proper Method for the Company to purſue, will be to file a Bill in Equity againſt the Committee of Circuit, Mr. Grueber, Mr. Barwell, Mr. Barton, and Mr. Sheeles's Repreſentatives, for a Diſcovery of the whole Tranſactions reſpecting the granting the Leaſes of the Salt Works in Dacca Diſtrict, and of all Money, and other Profits and Advantages, received by them thereby, and of the ſeveral Perſons who received Shares of ſuch Advantages; and if other Perſons, beſides theſe mentioned, ſhall appear to have been concerned, the Bill muſt be amended to make them Parties; and ſhould pray an Account, and Payment to the Company of all Advantages made by the ſeveral Parties from the Contracts. In thoſe Caſes where Salt was received by any of the Company's Servants from the Salt Workers, and was ſold to Third Perſons without being delivered to the Company at the Contract Price, the whole Profit made by ſuch Sale of Salt muſt be accounted for, and paid to the Company.

If the ſeveral Perſons againſt whom the Bill is to be brought are in Bengal, the Suit muſt be in the Supreme Court there; but if they are in England, or ſhall come Home before it is commenced, it may be brought in the Court of Chancery in England.

The Salt Works in Burdwan Diſtrict.
The Charge is againſt
Mr. Bathoe,
Mr. Geo. Vanſittart,
Mr. Higginſon,
Mr. Lewis,
Mr. Fleetwood.

It

It seems, that in the Bengal Year 1179 (A. D. 1772) the Zemindar of Burdwan entered into Contract to supply 185,000 Maunds of Salt to the Company from his Zemindary, at 64 Rupees Nine Annas per 100 Maunds. Under Mr. Bathoe's Influence, the President and Council were prevailed upon to consent to discharge the Zemindar from that Contract, he supplying 100,000 Maunds that Year. Mr. Bathoe also obtained a new Contract for the Zemindar for the Four following Years, for the Delivery of 150,000 Maunds of Salt each Year, at 75 Rupees per 100 Maunds, which is Ten Rupees 7 Annas more than the Price of the former Contract.

It does not appear whether Mr. Bathoe, or any Body else, had any Payment or Present for the first Contract; but it is admitted that 28,000 Rupees were paid for the second Contract, viz. 14,000 Rupees in each of the Two first Years thereof. The first Year's Payment was appropriated to Mr. Bathoe's Use; but the other 14,000 Rupees was divided between Mr. Vansittart, as Chief of Burdwan, and Mr. Bathoe, Mr. Higginson, Mr. Lewis, and Mr. Fleetwood, as his Council, in certain Proportions, according to their different Ranks.

Mr. Bathoe admits the Fact. He says, the Zemindar expressed a grateful Sense of the Service, and offered to relinquish the Benefit of the Contract for the Two first Years; which he (Mr. Bathoe) refused; but at length took the Agreement for 28,000 Rupees, considering the Emolument as appertaining to his Station.

This Case is full as strong as those of the Dacca Saltworks; and there can be no Doubt each of the Parties are liable to account with and pay to the Company all they have received from the Zemindar. The encreased Price stipulated to be paid by the Company on the second Contract, was probably for the Purpose of enabling the Zemindar to make a larger Payment to Mr. Bathoe and his Friends, than they otherwise could have had. The Company's Remedy must be the same as in the Case of the Dacca Salt Works, by a Bill in Equity in the Supreme Court at Bengal, or in the Court of Chancery in England, against all the Parties concerned in this Business; and it will be proper in that Bill to enquire whether the 28,000 Rupees was the whole Advantage reaped by any of the Company's Servants under those Two Contracts; and if any other Persons shall be found to be concerned besides those mentioned, the Bill should be amended and new Parties added.

As to Sylhet Farm:

This is a Farm of Lands, and was let under the Regulations established in May 1772, which were ordered to be (and I presume were) published in all the Provinces; there cannot be a Doubt that all the Company's Servants were informed thereof, and bound thereby.

The 10th Article in these Regulations restrains the Farmer from receiving larger Rents from the Ryots, than the stipulated Amount of the Pottah; and if he does, he is to pay back what he has so taken, besides a Penalty equal to the Amount, to the Sircar.

By the 11th Article, no European whatever, either in his own Name or in the Name of another, is allowed to hold a Farm.

By the 17th Article, no Banian or other Servant of the Collector, or Relation or Dependant of such Servant, is allowed to farm Lands, or indirectly hold a Concern in any Farm; and if it should be discovered that any one under a false Name, or any Kind of Collusion, had found Means to evade that Order, he should be subject to an heavy Fine; and if the Collector should connive at such Breach, he should stand ipso facto dismissed from his Collectorship: Neither should any European, directly or indirectly, be permitted to rent Lands in any Part of the Country.

In May 1772, Complaints being made of the Mismanagement of Sylhet Province by the then Collector, the President and Council of Bengal ordered Mr. William Makepeace Thackery to proceed to Sylhet, as Aumeen (or Agent) to make Enquiry into the Abuses and Misconduct, to lay a true State of the Province before the Committee of Circuit.

He accordingly proceeded to Sylhet; and having made his Enquiries, returned to Dacca in September 1772, and made his Report to the Committee of Circuit, then sitting there.

Upon this Report the Committee of Circuit on 10th October 1772 determined to recommend Mr. Thackeray as a proper Person to be appointed Collector of Sylhet, and, not doubting their Recommendation being approved, they ordered him immediately to proceed to Sylhet in that Station.

A few Days afterwards, and before Mr. Thackeray left Dacca, he wrote to the Committee of Circuit, telling them, "That he esteemed it his Duty to acquaint them, that Differam, &c. Inhabitants of Sylhet, had, in consequence of his Appointment, presented Proposals to him for farming the District upon Terms mentioned in his Letter." The Rent offered was more than the Rent of the former Year.

The Committee agreed to the Proposal, and Mr. Thackeray was authorized to grant the Lease; and thereupon he proceeded on his Station.

This Matter rested till February 1775, when the Zemindars and other Inhabitants of the Province presented Petitions to the Governor General and Council, complaining of very gross Misbehaviour in Mr. Thackeray's Banian, in extorting a greater Revenue from them than was stipulated by their Pottahs; in exacting those Payments with such Cruelty, as to disable them from paying the Government Revenue; enforcing Sales of Salt half mixed with Sand, and damaged Tobacco, at extravagant Rates; and in exercising great Severity in recovering Debts, of which One particular Instance was mentioned, of a Man's dying in consequence of severe Punishment for Recovery of a Debt for Salt mixed with Sand, and in restraining the Duan in the Duties of his Office.

Mr. Palmer was ordered to proceed to Sylhet to enquire into these Complaints.

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On his first Arrival he found, from the Committee of Circuit's Sunnud, that the Country was let to Jesseram (the same Person, I suppose, who is called Dysseram) who he found was a Counterfeit, and one Samsing professed himself the Principal, who said he would answer for that Part of the Representation relative to the Collections. Afterwards, on Mr. Palmer's insisting to know who was the real Farmer, he would not explain himself otherwise than by saying, Mr. Thackeray knew, and that the Sunnud was granted to him (Samsing) by that Gentleman, with Directions to act; since which he had transacted the Business. Mr. Palmer further found, that the Banian held from Samsing 13 Pergunnahs.

In May 1771, Mr. Thackeray being at Dacca, acknowledged to the Chief and Council that he had an Interest in the Sylhet Farm, although he could not then state the Advantages, as the Accounts were not closed.

15th July 1775, in a Letter to the Governor General and Council, Mr. Thackeray acknowledged his delivering in Proposals for the Farm, in the Name of Black Men: He hoped it would appear an indispensable Necessity, and the only Means of supporting the extraordinary Expences of his Station, which his Allowances were not equal to. He denied the having countenanced, or even been privy to the Misbehaviour of his Banian.

Mr. Palmer reported, that the Complaints against the Banian, and other Agents of the Farmers, were in Substance true; but it does not appear that Mr. Thackeray was personally acting in such Misconducts. Sununderam and others are reported to have been Instigators of these Complaints, and that they had used unwarrantable Means to obtain them; and some of the Complaints are reported to be trivial, or not well founded.

The Governor General and Council, on considering the whole Matter, have dispossessed Mr. Thackeray of the Farm, and removed him from his Seat in the Dacca Council.

There is no Doubt that Mr. Thackeray's taking the Farm in the Manner above stated, was a gross Breach of the public Regulations. The Committee of Circuit were at least very inattentive in granting the Lease upon Mr. Thackeray's Proposal, without any Inquiry. As they took Money for the Duccansavagepore Salt Farm Lease, it may, on Inquiry, be found, that they received Money for this fictitious Lease; and Inquiry should be made about it. In respect to Mr. Thackeray, he is answerable to the Company for all the Profit he made of this Lease, and a Bill should be filed against him for Recovery thereof.

I apprehend that Mr. Thackeray will not be answerable for the Oppressions and Misbehaviour of his Banian and Agents, unless the unwarrantable Proceedings were under his Authority, or with his Privity or Permission. His being concerned in this Lease has been productive of all the Mischiefs, which the public Regulations abovementioned were intended to guard against. Great Oppressions and Extortions were committed on the Inhabitants, and no disinterested Person to apply to for Redress. The Inhabitants who *have been really injured* should be countenanced by the Company in their Proceedings for Redress against their Oppressors, not only for the Sake of Justice, but to remove from the Minds of the Natives any Suspicion of the Company's giving Countenance to such Proceedings.

As to the Land Farms of Apole, Panjera, and Bowanny Gunge:

This Charge is against Mr. James Christie, who was employed by the Company to provide sundry Articles of Naval Stores; and for that Purpose was sent to the Northern Frontier of Dunagepore.

Whilst he was there, he procured Leases from the Company, in the Name of his Banian, of the Farms of Apole and Panjera, which he let out again to under Tenants at a considerable Advance; however there is great Reason to suppose, that he afterwards levied larger Sums from them than his Agreements. He confined great Numbers of Persons in Custody, without Authority from any Court of Justice; and in general conducted himself in such Manner as to occasion very great Disorder in the Country; to avoid his Oppressions many Persons left it.

After taking these Farms, he applied to the President and Council for a Grant of Waste Land, to make a Sugar Plantation; which was allowed to him, on Condition of making Satisfaction to those Ryotts or Persons who were the rightful Owners of such Land, also giving Security for the Performance of certain Conditions. He accordingly obtained Possession of 10,000 Begas of Land. But the rightful Owner of it does not appear to be satisfied; and Mr. Christie certainly did not enter into any Contract with the Company respecting such Land, or comply with any of the Conditions required.

The Governor General and Council have resolved to take the Farms from Mr. Christie, and were preparing, when the last Advices came away, to bring a Suit against him, to recover the Money due to the Company, the Rent reserved payable to the Company being in Arrear.

In the Close of these Proceedings it appears that Mr. Christie was also the real Farmer of the Farm of Bowanny Gunge; but no Particulars are stated about it. As this Discovery was made but just before the last Advices came away, I presume the Circumstances of this Farm were not then known.

If the Governor General and Council have proceeded against Mr. Christie only for what remains due from him of the Rent reserved payable to the Company, and such Suit shall have proceeded so far, when the Directors Orders upon this Subject shall arrive at Bengal, that it cannot then be amended, the Company must abide by it; but I apprehend that Mr. Christie could not take any Lease from the Company on his own Account, and that the Court will consider him as a Trustee for the Company,

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Company, in respect to every Advantage made by him on such Lease. If he let the Lands out at an advanced Rent, he must pay such advanced Rent to the Company, besides the original Rent reserved payable by the Lease from the Company. If he took Lands into his own Hands, removing the Occupiers from them because they would not pay as much Rent as he demanded, I think he may reasonably be charged with Rent for those Lands, at the same Rate that he himself demanded. The proper Method of proceeding will be by a Bill in Equity in the Supreme Court at Calcutta.

In respect to the Money levied by Mr. Christie from his under Tenants, beyond the Stipulations in their Pottahs, the Proceedings for the Recovery thereof must be taken by the Persons who have been so oppressed; and those who have been falsely imprisoned will have their personal Remedy by Action; but these Things cannot be sued for by the Company.

If in the Course of the Inquiry into these Matters Mr. Christie shall be found to be guilty of any public Offence, which may be prosecuted in the Supreme Court, under the last Act of Parliament, I think the Governor General and Council will do right to order such a Prosecution, by way of making an Example, which may have the good Effect of preventing the like Abuses in future.

Munny Begum's Affair.

The Persons charged with receiving Presents or Gratuities from Munny Begum, or the Infant Nabob's Treasury, or for Promotions in his Household, are

Mr. Hastings, and
Mr. Middleton.

The Charge against Mr. Hastings is of a Present on Behalf of Rajah Goordass as well as Munny Begum; but they are so connected they cannot with Propriety be separated.

These Accusations were first introduced by Nundcomar, and in the Course of the Enquiry to establish them, the Charge came out against Mr. Middleton: As the Charges against Mr. Hastings and Mr. Middleton are attended with different Circumstances, they must be stated separately.

	R.	A.	P.
Nundcomar's Charge on Mr. Hastings is, 22d September 1772, given by Nundcomar to Mr. Hastings at Calcutta, for procuring Rajah Goordass's Appointment to the Nabobship, and causing Munny Begum to be made Superior of the Family, by means of Jaggernaut and Paul Kishen, Consummahs of the Governor, together with Chissen Naut, Nur Sing, and Sedanaud, 3 Bags of Gold Mohurs 4,412, at 17 Arcot Rupees per Mohur — —	75,004	—	—
25th D°, given more at Calcutta, by means of Jaggernaut and Paul Kishen, together with Sadenund and Nur Sing, One Bag of Gold Mohurs —	24,998	8	—
6th October 1772, sent to D° for Batta on the above-mentioned Sums, which having been paid as Arcot, Mr. Hastings required should be made up Sunnauts, by means of Jaggernaut and Paul Kishen, together with Nur Sing —	3,102	—	—
9th D°, sent Mr. Hastings at Calcutta, by means of Jaggernaut and Paul Kishen, together with Sheeveram — — — — — —	1,000	—	—
August 1772, given to Mr. Hastings at Moorshedabad by Munny Begum, upon the Occasion of constituting her the Superior of the Family, and taking away the Superiority from Babboo Begum, Mother of the Nabob Mebawruck ul Dowlah, who before enjoyed that Rank — — —	100,000	—	—
The Governor, Mr. Hastings, in November 1772 went from Calcutta to Moorshedabad—he remained about Three Months at Cossimbuzar, and sometimes went into the Nabob's Palace—After Mr. Hastings returned from Moorshedabad to Calcutta, Munny Begum said to Rajah Goordass, Write Word to Marajah Nundcomar, that it is proper and requisite to give One Lack and 50,000 Rupees to the Governor; and beg of Marajah to ask the Governor, whether it shall be sent in ready Money or by a Bill of Exchange. I accordingly asked Mr. Hastings; who answered, "I have Connections in Trade in that "Part of the Country, let this Money be paid to Nur Sing, Cantoo's Brother, "who is at Cossimbuzar." In consequence of which, I wrote to Rajah Goordas and Munny Begum, that they should deliver the Money to Nur Sing, Cantoo's Brother. Munny Begum, with Cantoo's Knowledge, in November 1772, paid this Money to the Governor, Mr. Hastings, by the Means of Nur Sing aforesaid, from under the Care of Chytun Ahun, Cash-keeper to the Beheilah, Sonat — — — — — —	150,000	—	—
Total of Nundcomar's Charge —	250,000	—	—

The Court have already had the Opinion of Counsel respecting the last Article of the above Charge of 150,000 Rupees, wherefore my Attention will be confined to the former Articles.

The Matter rested for some Time on the mere Allegation of Nundcomar; but on his being called upon a Second Time, he produced a Paper, which he alledged to be a Letter received by him in 1773 from Munny Begum; the Date of the Letter I have not been able to learn. This Letter

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Letter is entered in the Revenue Consultations of March 1775, Fol. 1470, and should be referred to, for a clear Idea of its Contents. It imports to relate, that the Begum had sent a Proposal to the Governor (then at Cossimbuzar) of a Lack of Rupees, in Gratitude for Favours conferred on her, and that he declined it, but when pressed, he said "Very well, if you do think " proper to give a Present, give Two Lacks, as Maha Rajah engaged, otherwise do as you please." The Letter then says, she guessed this Two Lacks was a Part of the Three Lacks, about which she wrote to him (Nundcomar) before; and she guessed, that if she said any Thing about it, all that his Kindness had done would lose its Effect; and that she therefore sent Word to the Governor, that she had desired Maha Rajah to do what was necessary, and that he had wrote her an Answer, but had not mentioned any precise Sum; and that she thought it probable, in Conformity to what she had wrote Maha Rajah, he had engaged for this Sum, and that she considered herself bound to discharge what he had engaged for; and that she therefore desired the Governor would accept One Lack of Rupees, and told him, she would draw upon Nundcomar for the other Lack, payable in Calcutta; in which the Governor concurred. The Letter then requests of Nundcomar the Loan of a Lack of Rupees, and that he will pay it to the Governor; and the Letter then says, she (the Begum) was then raising One Lack of Rupees, which she should then present to the Governor.

The above Letter was delivered back to Nundcomar. Afterwards, it being supposed that Munny Begum had very much mismanaged the Nabob's Affairs, the Majority of the Council sent a Person to enquire into such Mismanagement. A very principal Object of his Commission seems to have been to establish Nundcomar's Accusation against Mr. Hastings. The Proof obtained in this Examination is to the following Effect:

Rajah Goordass, on Examination, said, That when the Governor came to Cossimbuzar, he received One Lack of Rupees in Specie from Munny Begum, exclusive of the Lack and an Half he before wrote about; and that by a Purwannah to Rajah Nundcomar, she ordered him to pay a further Sum of a Lack at Calcutta; and that Chyton Durr, the Begum's Treasurer, was privy to this Affair. Goordass afterwards said, That besides the Lack and an Half of Rupees, on account of Entertainment, Mr. Hastings received Two other Lacks, as follows; viz. One Lack at Calcutta by Nundcomar, the other Lack at Cossimbuzar: That the Lack of Rupees received from Nundcomar, was taken up at Interest from the Bankers; and in Part Payment of that Debt, he (Goordass) received Two Bills from Yatebar Aly Cawn, one for 35,000, the other for 15,000 Rupees; and Yatebar Aly Cawn also gave an Order for the other 50,000 Rupees, but that was never paid.

On Examination of Yatebar Aly Cawn about the Two Lacks of Rupees; he answered, I know nothing of the Matter, nor does the Begum, nor did she cause it to be given through any other Person.

On Chiton Dur being examined about the Two Lacks; he answered, I know nothing of the Matter. On Goordass being further asked, *In what Manner the Lack of Rupees which the Governor received at Cossimbuzar was given?* he answered, *The Begum gave it out of her own Treasury at the Time the Governor was at Cossimbuzar; but I don't know who was the Person employed in the Transaction.* On being asked, How he became acquainted with the Circumstance of the Begum's giving this Lack? he answered, From the Contents of the Letter wrote by the Begum to Maha Rajah. But on a further Question, he admitted he did not see the original Letter, but saw a Copy of it.

Goordass afterwards delivered his Evidence in Writing to the same Effect as before stated, respecting the Two Lacks of Rupees enquired after, concluding his Narration by saying, that he became acquainted with these Circumstances from the Munny Begum's written Order upon the Maha Raja.

The above is the Substance of the whole Evidence stated upon Record against Mr. Hastings, respecting all the Sums, except the Lack and an Half for Entertainment, already considered by Counsel.

Mr. Hastings has wrote a long Letter of Observations to the Directors, but has not offered any Proofs, or entered into a Defence of the Charges made.

It appears however upon Record, that Nundcomar had long meditated an Accusation against Mr. Hastings, and that he prepared the Heads of Charges to be exhibited; which Paper is entered on Record, and none of the Charges now made are taken Notice of in that Paper. Munny Begum herself wrote a Letter, where, after speaking of the Lack and an Half of Rupees to Mr. Middleton, and a Lack and an Half to Mr. Hastings for Entertainment, she says, Besides these Sums, *I have not given, or caused a single Cowry to be given, to the Governor General.*

As to Mr. Middleton:

By the Secret Consultation of May 1775, Page 2288, it appears, from the Nabob's Circar, under the Seal of Munny Begum, that 150,000 Rupees were paid Mr. Middleton on account of an Agreement entered into by Babboo Begum.

The Begum, in her Letter before mentioned, wrote thus: "The Sum of One and an Half Lacks " of Rupees to Mr. Middleton, on account of an Agreement entered into by Babboo Begum, was " paid at Three Payments." One Lack was delivered into the Hands of Sumboo Baboo by Cheyton

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Cheyton Dur, at a certain Time mentioned, 25,000 Rupees at another Time, and 25,000 Rupees at another Time.

Upon the Whole of this Evidence, I cannot bring myſelf to think that there is ſufficient Ground for the Company to commence a Suit againſt Mr. Haſtings for Recovery of thoſe Sums to which my Obſervations are confined; I mean all the Sums ſtated, except the Lack and an Half upon which the Opinion of Counſel has been taken. The Proof is exceedingly confuſed. But when I conſider the Eagerneſs the Majority of the Council have ſhewn to eſtabliſh thoſe Charges; the extraordinary Meaſures they purſued for the Purpoſe; the very eaſy Mode of proving the Facts if true; the very ſlender Proof (if any) that is given; the Obſervation ariſing upon the Face of the Proof; and the flat Contradiction of Munny Begum; theſe various Circumſtances, in my Mind, amount almoſt to an abſolute Conviction that the Story cannot be true. If the Fact had been true, the Perſons mentioned by Nundcomar, as thoſe through whoſe Hands the Four firſt Articles were paid, might have been examined, and they muſt have proved the Facts; but it does not appear that any one of them was called upon, although moſt of them were reſident at Calcutta. This Proof would have been eaſy and certain: If any Thing had been given for procuring the Naibſhip for Goordaſs, he muſt have known it; but he was not aſked a Queſtion upon that Subject: The only Witneſſes that attempt any Proof, are Nundcomar and his Son-in-law Rajah Goordaſs. As to Nundcomar, if his bad Character was not too well eſtabliſhed not to deſerve Credit, the Manner in which he tells this Story would deſtroy his Credit. In the Outſet he avows making thoſe Charges againſt Mr. Haſtings, only becauſe he feared Complaints would be made againſt himſelf, and becauſe he was angry at Mr. Haſtings ſhewing Diſreſpect to him and Favour to others. He ſtates the Money all to have been paid in Auguſt, September, October, and November 1772; but the Letter produced by him in Confirmation of this Story, is not pretended to be received till 1773, long after the Payments are pretended to be made; and yet the Letter imports a Requeſt of a Loan, to make a Payment of 100,000 Rupees. If Nundcomar had either paid, or engaged to pay, ſuch large Sums for Munny Begum, no Doubt, in the Letter he is ſuppoſed to have written to her, he would have informed her of it. I cannot help thinking that this Letter was forged.

As to Goordaſs, he poſitively aſſerts the Payment of Two Lacks of Rupees, and refers to Chiton Durr and Yatebar Ally Cawn, as Perſons who knew of it as well as himſelf; but both thoſe Perſons deny any Knowledge of it: And afterwards Goordaſs varied in his Story, and ſaid, he did not know who was the Perſon employed in the Tranſaction; and at laſt he admitted, that he knew nothing of the Matter, but what appeared in the Copy of a Letter ſuppoſed to be wrote by the Begum to Nundcomar, the Original of which he had never ſeen.

If ſuch a Letter as is ſtated, or any other Letter, had been wrote by the Begum, it would have been material to produce them to her; but this was not done: However, ſhe was examined to the Fact; and although ſhe was in the abſolute Power of Mr. Goring, ſhe poſitively and in clear Terms denied having paid or given any Thing to Mr. Haſtings, except a Lack and an Half for Entertainment.

However, *if* upon the Whole of the Caſe the Court ſhall think it ſufficiently ſuſpicious to warrant *a Proceeding* againſt Mr. Haſtings, the proper Mode will be by a Suit in Equity in the Supreme *Court at Bengal*, before he comes Home, or in the Court of Chancery, after his Return to England.

As to Mr. Middleton, there is no Doubt or Contradiction in the Evidence: A Warrant under Seal ſhews, that a Lack and an Half of Rupees was paid to him; and the Begum, in clear Terms, ſtates the Times and Mode of Payment. It is not ſtated, but I preſume it was paid by way of Gratuity or Preſent for ſome ſuppoſed Service; if ſo, it may be recovered by Suit in the Supreme Court at Bengal: But being informed that he is dead, and that it is doubtful whether he has left Aſſets ſufficient to pay his Debts, it muſt be left to the Conſideration of the Court, whether it is worth while to purſue this Buſineſs againſt his Repreſentatives.

As to the Ranny of Burdwan.

This Charge is againſt a Variety of Perſons, viz.

Mr. Alexander,	Mr. Haſtings,
Mr. Shott,	Mr. Graham,
Mr. Swain,	Mr. Vanſittart,
Mr. Goodlad,	Mr. Fleetwood,
Mr. Coxe,	The Honourable Charles Stewart.

And the Gentlemen of Council, but their Names are not ſpecified. Beſides theſe ſeveral Perſons, the Names of Mr. Becher, Mr. Lewis, Mr. Macdonald, Colonel Simple, are mentioned; but I have omitted them, as the Sums appear to be within the Limits of their Covenants, and I preſume the Sums charged were for Expences on account of ſome ordinary Matters of Compliment.

Theſe Accuſations were brought forth by means of Complaint made by the Ranny of Burdwan againſt Brige Kiſhore, Duan of the Zemindary, charging him with having miſapplied, waſted, and embezzled her Son's Subſtance, wherefore ſhe diſmiſſed him from the Service, and required that he ſhould be compelled to come to an Account for all Monies he had received, and how ſuch Money had been applied.

Purſuant to this Application, ſundry Accounts were delivered to the Board, through the Hands of Mr. Fowke; ſome of which Kiſhore admits to be his Accounts, others he denies. From theſe Accounts

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counts the Articles of Charge upon the several Gentlemen above mentioned are collected; some of which Articles are of Monies paid to themselves, others of Monies paid to their Banians and Servants.

The Total Amount of the Charges are as follows:

Mr. Hastings, to himself, his Banian and Mate	20,500
Mr. Graham, to himself, his Banian and Cash Keeper	320,975
Mr. Vansittart	35,400
Mr. Fleetwood	35,400
Mr. Stuart, and his Banian	23,450
Mr. Alexander, and his Banian	319,359
Mr. Shott	46,713
Mr. Swain	4,000
Mr. Goodlad	6,000
The Gentlemen of the Council	10,000
	150,000

Disputes arose in the Council respecting the Authenticity of these Accounts, and thereupon Witnesses were examined to prove their Authenticity, and to prove the Truth of some Part of the Contents.

In this Investigation, Roope Narrain Choudry, the Ranny's Vackeel, produced Accounts of 15,000 Rupees given to the Governor, and 90,000 to Gentlemen of Council, by Four Bills of Exchange; which Accounts the Vackeel swears he received from Kishore's Writer, named Diaram Burrall, and Gopee, a Relation of Diaram's, as sent by Bridgeo Kishore.

Bridgeo Kishore being examined on Oath, admitted, that he sent those Papers to the Ranny, which specified the Four Bills above mentioned, with this Addition, that the Bill stated in the Account to be for 15,000 Rupees, was for 21,000 Rupees. And being asked, How the Money was applied? he said, That it being Two Years ago he could not well remember, but he believed it was to pay off his Debts. Being particularly examined respecting the Paper, stating 15,000 Rupees paid to the Governor, he said, he did not send the Paper to the Ranny, nor did he give any Money to the Governor; but he admist he Accounts which states 55,000 Rupees as given to the Governor's Banian and his Mate.

By an Account, the 15,000 Rupees is alledged to be given to the Governor, to prevent the Rajah's houshold Allowance from being curtailed, and because the Governor had not received any thing upon his Succession to the Zemindary; but Brijoe Kishore denies it, although Kishore's Writer swears he wrote it by the Order of Kishore. On Examination, Kishore said, That he was Master, and disbursed the Durbar's Expences according to the Custom of the Country, and that his Payments would appear in the Accounts, in which he had written all the Names, and that it was not customary to take Receipts for such Things. On being asked, What he had done with 5,000 Gold Mohurs, and 1,000 Chequins, amounting to 84,500 *Sicca Rupees*, paid by one of the Dowry Servants? he answered, That upon the Death of the Rajah, he came to Calcutta to obtain the Confirmation of the Zemindary, and as it was the Custom of the Country to expend large *Sums on such* Occasions, he then expended such Part of that Sum as was necessary to obtain it, as would appear by the Papers he had signed; and says, it was given in Presents to the Gentlemen according to Custom, and that Part went to defray his own Expences and the Wages of his Attendants, and some Part he gave to Mr. Coxe. In Answer to the Question, To whom he gave Part of the Money? he said, To sundry Gentlemen, some small Nuzzars according to Custom; he did not recollect the particular Sum given to Mr. Coxe, but believed it was between 22 and 23,000 Rupees; however, it would be known for certain by the Account, and that he gave it because Mr. Coxe exerted himself very much. He further said, that the Ranny ordered him to *expend what he thought might be* necessary for the Purpose of getting her Son confirmed. On being asked, Whether he had any Order under the Ranny's Hand or Seal, for giving away the young Rajah's Money? he answered, To be sure I must have had; it is now Five Years ago. He admitted, that he returned to Burdwan from Calcutta in an high Station, given him by the Gentlemen of Council. On being questioned, Whether he gave Mr. Graham 53,200 Rupees from the Consumannee Chest? he answered, That he was not Duan then; that Rajah Tillook Chund was alive. On being further questioned, Whether he gave that Sum to Mr. Graham at any Time? he answered, That upon Mr. Graham's Arrival at Burdwan, I gave him a Sum of Money by way of Compliment, but did not recollect the exact Sum, and that he paid it by Order of Rajah Tillook Chund. On being asked, Whether he gave Bysack and Poder, Provincial Cash Keepers, any Order to pay Mr. Graham Money? he answered, That he did not give the first any Orders; that he was a Servant of Mr. Graham's, but that he desired the latter and Atteram, by Orders of Tillook Chund, to pay Mr. Graham Money, amounting either to 13 or 15,000 Rupees, as a Compliment; he did not recollect the particular Sum. On being asked, Whether, since he had been Duan, he had given Mr. Graham Money through the Hands of Bysack, Poder, or any other Persons? he answered, I never gave him any Money, either himself or through any other Person: I made him and his Family some Presents of Shauls and Cloaths, to about the Value of 4 or 5,000 Rupees.

Burrah, the Consumannee Writer, swears, That when Brijoo Kishore went to Calcutta, he ordered him to insert 15,000 Rupees in the Cash Accounts, as paid to Mr. Hastings, through Saul Beharry;

Beharry; which Kishore denies: And Poder, the Provincial Cash Keeper, swears, That he does not know of any Sum having been paid on Mr. Hastings's Account.

The above is the Substance of the Evidence, which appears upon Record, respecting these Charges of the Ranny of Burdwan. It appears that the Ranny intended to bring a Suit against Mr. Graham, before he left India; but that she could not make out such a Case to the Law People with whom she advised, as to induce them to countenance the Proceeding; which certainly furnishes an Argument very favourable to Mr. Graham. The Evidence is exceedingly confused and inexplicit; but, upon the Whole, I am inclined to think, that Money was given to some of the Company's Servants, as Gratuities or Presents on Occasion of the young Rajah's being appointed to or confirmed in the Zemindary of his Father; and it is probable that some Presents or Gratuities were given for Kishore's being appointed Dewan; but to whom, or to what Amount, I cannot form a Judgment. From Kishore's Account, it must have been about the Year 1770, for he says it was 5 Years before the Time of his Examination. This Money, however, was but a small Part of the Sums charged to have been received by the Company's Servants.—I think it very probable that many of the other Charges are fictitious and false, and given in by Kishore merely by way of accounting for his own Embezzlements; but if any of them are well founded (which I am not even able to guess at) there must have been some secret Agreement or good Understanding between Kishore and the Company's Servants who were placed in Authority in the Province of Burdwan, and who, for the sharing a Part of the Plunder made by him in this Office, gave their Support and Interest to be continued in it.—As to Mr. Hastings, I think the Evidence is strongly in his Favour; the only Charge against him, is by an Article selected by an Account said to be wrote by Kishore's Order, which he denies, and not only so, but he denies the Fact of any such Money being given; and the Cash Keeper says, That he knows of no such Money having been paid to Mr. Hastings.—Upon the Whole of this Case, I think, before any legal Proceedings are taken, it will be proper that the Governor General and Council should make a more particular Enquiry into each of the Cases, in order to ascertain what Sums were really paid or given to the Company's Servants, and on what Account, or on what Pretence. If on such Enquiry they shall be satisfied, or have very strong Ground to believe, that Monies have been received by the Company's Servants contrary to the Stipulations of their Covenants, they ought to commence proper Suits on the Equity Side of the Supreme Court at Bengal, to have an Account, and Payment to the Company, of all Sums received contrary to the Covenants; and as to such Persons as are in England, the like Suit should be brought against them in the Court of Chancery.—When I speak of Money received by the Company's Servants beyond or contrary to their Covenants, I don't mean such Nuzzars or Presents as were given within the limited Sum, according to the Custom of the Country; but all Nuzzars or Presents, under what Pretence soever, beyond the Amount of the stipulated Sums; and also all Monies, even under those stipulated Sums, received by way of Agreement or Bargain, or as a Gratuity or Compensation, for appointing Persons to Offices, or otherwise granting them Benefits which would not have been done independent of such Payments, and which therefore I consider as paid for the Purchase of such Office and Benefits.

In respect to any Monies obtained by the Company's Servants, under any secret or implied Agreement, out of the Money whereof Kishore plundered the Rajah (if any such Monies were received) I think the Company ought not to avail themselves of them; but that these Sums should be recovered by the Rajah, as Sums of which he was defrauded by the Connivance between his Servants and the Company's Servants.

John Smith.
10th December 1776.

I have read this Report; and if the Facts are correctly stated, I think the Methods proposed for the Company to pursue are very proper.

C. Sayer.
11th December 1776.

CASE respecting a Lack and Half of Rupees, alledged to have been received by Mr. Hastings; with the Opinions of Mr. Attorney General, Mr. Solicitor General, Mr. Serjeant Adair, Mr. Sayer, and Mr. Dunning.

In the Beginning of the Year 1769 Mr. Hastings was appointed to the Station of one of the Council at the Company's Settlement at Fort St. George on the Coast of Coromandel; on which Appointment he entered into the common Covenants, *to be faithful* to the Company in all his Dealings for them or on their Account; and also the following Covenants against receiving Presents.

10 Feb. 1769. By Indenture between Warren Hastings One Part, and the East India Company other Part, reciting, That the said Warren Hastings was then employed in the said Company's Service, as One of their Council and Covenanted Servants, at their chief Settlement of Fort Saint George. It is witnessed, and said Warren Hastings, *in Compliance with a Resolution of a General Court of the Company and in Consideration of what he was or should be entitled to receive* from the Company, *in respect of his said Service*, or in respect of *any other Station*, Capacity, or Employment, in which the said Warren Hastings *might hereafter be retained* or employed by the said Company or their Court of Directors, did

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did covenant with the Company (amongst other Things) that *he would not, at any Time hereafter, during his being employed in the Company's Service, in any Station or Capacity whatsoever*, either by himself or any other Person or Persons whomsoever, in Trust for him or for his Use, directly or indirectly accept, take, or receive, or agree to accept, take, or receive, any Gift, Reward, Gratuity, Allowance, Donation, or Compensation, in Money, Effects, Jewels, or otherwise howsoever, from any of the Indian Princes, Sovereigns, Subahs, or Nabobs, or any of their Ministers, Servants, or Agents, exceeding the Value of 4,000 Rupees, for any Service or Services performed or to be performed by the said Warren Hastings in India, or upon any other Account or Pretence whatsoever, without the Licence or Consent of the Court of Directors for the Time being of the said Company, signified under their Hands; nor any such Reward, Gratuity, Allowance, Donation, or Compensation, exceeding the Value of 1,000 Rupees, and under the Value of 4,000 Rupees, without the Licence or Consent of the President and Council for the Time being of the Presidency or Settlement where the said Warren Hastings should be employed; and that he the said Warren Hastings should account for and pay to the said Company, for their sole and proper Use and Benefit, all and every such Gifts, Rewards, Gratuities, Allowances, Donations, or Compensations whatsoever, which, contrary to the true Intent and Meaning thereof, should come to the Hands, Possession, or Power of the said Warren Hastings, or any other Person or Persons in Trust for him or for his Use as aforesaid.

Mr. Hastings was afterwards appointed Second in Council at Bengal, with Orders that he should succeed to the Station of President of the Council and Governor there, upon the Removal of Mr. Cartier.

15th April 1772, Mr. Hastings took Possession of the Place or Office of President and Governor of Bengal, and continued in that Station till October 1774, when he took upon him the Office of Governor General, pursuant to Act of Parliament.

Mr. Hastings did not enter into any new Covenants or Engagements to the Company on his being made President and Governor of Bengal, but he again executed one of the common printed Covenants of Fidelity.

The Emoluments of the Office of President and Governor of Bengal, subsisting at the Time Mr. Hastings came to that Station, were established by the Court of Directors in the Year 1767, and were as follows; viz.

A Salary of £. 3,000 per Annum. 1 per Cent. Duty on the Mint. 4 per Cent. Consulage on Coral. Commission of $2\frac{1}{2}$ per Cent. was to be allowed to the Company's Servants at Bengal, to be computed on the Net Produce of the Company's Territorial Revenues, which Commission was to be divided into 100 Shares, of which the Governor was to have 31 Shares. This large Proportion allotted to him, was declared to be in Consideration of his relinquishing, and not being concerned in, any Trade whatever, even in Articles of Import and Export, and all Presents or other Gratifications, as expressed in a Deed sent out by the Directors 16th March 1768, to be executed by Mr. Verelst the then Governor, and by all future Governors, on their entering into their Office.

N. B. It does not appear that Mr. Hastings ever executed the Deed above mentioned.

" By the Deed above referred to, the Governor was, amongst other Things, to covenant that he
" would not, upon any Account or Pretence whatsoever, directly or indirectly, accept, take, or
" receive, or permit to be taken, accepted, or received by any Person for his Use or in Trust for
" him, any Jewels, Effects, Money, or other Reward, Gratuity, Donation, Present, or Thing
" whatsoever, either specifically given, paid, or deposited, agreed or stipulated for, or secured by
" Bond, Bill, Note, Obligation, Promise, or Assurance of any Kind, or by any other Means or
" Device whatsoever, of or from any King, Prince, Vizier, Monsubdar, Nabob, Dewan, Fouzdar,
" Jemidar, or from any other Person, natural born Subjects of the East Indies, China, Persia, or
" Mocha, of what Degree, Nomination, or Quality whatsoever, or from any Agent, Servant, or
" Council of any of them, exceeding the Value or Amount specified in the Covenants with the said
" Company; and that no other Emolument or Advantage whatsoever (excepting as therein excepted) *
" should in any wise howsoever, directly or indirectly, arise or accrue unto him."

At the Time Mr. Hastings first came to the Government of Bengal, the Provinces of which the Company had obtained the Office of Dewan were in very great Disorder. For the Purpose of correcting Abuses, and making proper Regulations for future Government, it was seen proper, by Mr. Hastings and his Council, to appoint a Committee to visit the Provinces, and make a personal Enquiry into their State. Such a Committee was appointed accordingly, and was called a Committee of Circuit, and Mr. Hastings, as Governor, was one of that Committee.

Mr. Hastings and his Committee went from Calcutta on this Circuit the Beginning of June 1772, and he did not return till about the Middle of September following; during a great Part of which Time he resided at Moorshedabad, the Capital of the Province of Bengal, for the Purpose of regulating the Nabob's Houshold and Offices, and for effecting such Reduction in his Expences as might bring them within the Sum limited to be paid him for the Revenues of the Country.

An Enquiry having been made by the present Supreme Council of Bengal, respecting the Conduct of the Members of the last Administration, several Charges have been made, stating Monies very improperly received by Mr Hastings during the Time of the late Administration; amongst these is one,

* This Exception refers only to the stated Allowances as Governor, and a Privilege of buying Diamonds for investing his Fortune, to be brought to England.

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

one, of his having received 150,000 Rupees of Munny Begum, the Guardian of the Nabob, who is an Infant.

This Charge, amongst others, was first made by Nundcomar; and afterwards, the Supreme Council having appointed a Person to enquire into the Conduct of Munny Begum, she was removed from the Guardianship of the Nabob, and the following Evidence was obtained respecting the above-mentioned 150,000 Rupees.

In July 1775, Rajah Goordass (Nundcomar's Son-in-law) gave Information, that when the Governor came to Moorshedabad, he received One Lack of Rupees in Specie from Munny Begum, and that Nundcomar was ordered by her to pay him another Lack, exclusively of the Lack and Half advised before as given to the Governor; and that Chiton Durr, the Begum's Treasurer, was privy to this Affair.

N.B. The Phrase of the Affair is supposed to mean the Two Lacks, and not the Lack and Half.

Chyton Durr, on his Examination, denied knowing any Thing of the Matter; and Goordass afterwards varied in his Account of it.

The Person sent to remove Munny Begum, on the Information received from Goordass, went to the Begum to enquire of her about it, and took the Nabob and Rajah Goordass with him; and on mentioning the Matter to the Begum, Mr. Goring says that she flew into a violent Passion, abused Goordass, beat herself, and denied the Whole.

Chyton Durr, on Examination, said, That out of the 1½ Lack of Sicca Rupees which had been laid to the Charge of Mr. Hastings, as received from the Sircar on account of Entertainments, he (the Witness) paid One Lack through Nursing Baboo, and the remaining 50,000 Rupees remained Three Months in his Charge. That Yatebar Ally Cawn then said to him, You are to pay this Sum to Rajah Goordass. That the Witness procured Bills of Exchange in favour of Sobarrow Bysack, and delivered them to the Rajah, who received them, and spoke concerning the Charges on the Bill; he also spoke to the Begum on the same Subject, who replied, "Why should I pay the Charges of the "Bills? this Sum was due from me to the Rajah, and I have discharged it; why should I pay the "Brokerage of the Bills?"

Amongst the Nabob's Vouchers there is the following Warrant; viz. "The Sum of One Lack "and an Half of Rupees, on account of Entertainment for the Governor Amudad Dowlar "Mr. Hastings, was, on the 11th of Ramzan of the 14th Turm, delivered from the Treasury by "Mahomed Killavel, Treasurer of the Nizamut Bahlah, by Chyton Durr, into the Hands of "Nursing Baboo, Brother to Kissen Caunt, the Governor's Dewan. Your Highness's Orders, to "what Account the said Sum is to be carried, are required."

On this Warrant there is an Order, "Write it off as Expence;" and it is sealed by the Begum and the Nabob.

Rajah Goordass, respecting the Lack and Half of Rupees, says, "The Particulars of the Lack "and Half of Rupees, for Entertainment for the Governor, from his Highness, and also of the "Two Lacks of Rupees which the Begum agreed to give to the Governor on her own Part, are "as follow:—"*After the Appointment of Munny Begum to the Administration of the Affairs of "the Nizamut Bahlah, &c.* she wrote a Letter under her own Seal to Maha Rajah Nundcomar, "to pay the Sum of One Lack of Rupees, in Part of her Agreement of Two Lacks to the Governor. Maha Rajah, in Compliance with the Begum's Directions, took up a Lack of Rupees "on a Loan, bearing Interest, from the Bankers, and delivered it to the Governor. In consequence of an Order from the Begum, I received from Chitan Durr 50,000 Rupees in Two Bills, "One for 35,000, and the other for 15,000 Rupees, in Part Payment of this Sum. Yatebar "Ally Cawn gave Directions to Chitan Durr to pay me the Remainder of the Principal, amounting to 50,000 Rupees, and take back the Begum's Voucher. But on account of the Non-payment of the Brokerage of the Bills, and Interest to the Bankers, I did not take this Sum. "The Balance is yet due. Chitan Durr, the Treasurer, who informed Mr. Goring that the 50,000 "which he had paid to me, was in Part of the Sum of 1½ Lack of Rupees, which was paid by "his Highness for Entertainment for the Governor, has been guilty of an absolute Falsity; for the "Application concerning the Lack and Half of Rupees, signed by the Nabob, and sealed "with the Seal of the Begum, and also signed by the Head Seristadar of the Papers, which had been "discovered amongst the Balah Records, and of which Mr. Goring has a Copy, will clearly "prove, that the Sum of 1½ Lack of Rupees, for Entertainment for the Governor, was delivered "at One Payment to Baboo Nursing, Brother to Kishen Kaunt, the Governor's Dewan, and the "remaining Lack of Rupees, out of the Two Lacks agreed on, was paid here by the Begum.— "I became acquainted with these Circumstances from the Munny Begum's written Orders upon "Maha Rajah."

Munny Begum wrote a Letter to Mr. Goring, stating, that out of 1½ Lack of Rupees for Entertainment for the Governor, One Lack was delivered to Nursing Baboo on the 23d of Ramzaum of the 14th Sun.—On the 21st of Mohunum, the remaining 50,000 Rupees, in Bills drawn in Favour of Sebason Bysaak, on the House of Ram Sahae and Muttore Sing, was delivered by Chitan Durr to Rajah Goordass. An Account of both these Articles has accordingly been given from the Records. "Except these Sums (she says) I have not given, or caused a single Cowry to be "given to the Governor General."

On bringing forth these Charges, Mr. Hastings desired that several Questions might be put to the

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

the Begum; and particularly, on account of the Lack and Half of Rupees; he desired her to explain, on what Account the same was given to him? Whether it was in consequence of any Requisition from him? or of any previous Agreement? or any established Usage?

In Answer to Questions proposed to the Begum by Mr. Goring, she said, The Affair of the Three Lacks of Rupees on account of Entertainment for the Governor and Mr. Middleton, has been, I am told, related to you by Rajah Goordass; besides which there are many other Expences, which will appear from the Papers.—As the Custom of Entertainment is of long standing; and accordingly every Governor of Calcutta, who came to Moorshedabad, received a daily Sum of 200 Rupees for Entertainment, which was in fact instead of Provisions.

The foregoing is the whole State of the Evidence respecting the Lack and Half of Rupees having been paid to Mr. Hastings.

Mr. Hastings, in a Letter to the Directors (which see herewith Appendix A.) made several Observations to invalidate the Testimony, by giving a particular Account of the Removal of Munny Begum; and says her Evidence was extorted: He has also written to the Directors generally, that as the Majority of the Supreme Council have determined to take Proceedings at Law against him, he thinks it imprudent to disclose his Defence, but does not doubt of giving a good Answer to every Thing, and that he shall shew himself to the Company and the World to have acted with Integrity.

The Company do not find that any Charge has been made upon them for Mr. Hastings's extra Expences at Moorshedabad; but their Accounts contain Charges for Boat Hire, and other such Expences, to the Amount of about £. 1,100, in travelling to and from Moorshedabad.

Your Opinion is desired, whether the Company can recover the above-mentioned Lack and an Half of Rupees? and if so, in what Manner is it proper for the Company to proceed for that Purpose?

Mr. Attorney General's Opinion.

I have read over the Case and the Appendix with a good deal of Attention. But (perhaps for Want of sufficient Familiarity with the Affairs of the Company) it appears to me very short, imperfect, confined, and incapable of a distinct and satisfactory Answer.

Munny Begum was certainly a Person within the Description of the Deed of February 1765, from whom Mr. Hastings could not receive a *Present* without subjecting himself to an Action, or Bill in Equity, as the Case might require.

But the Case seems to ascribe the 150,000 R^{s} in question, to Entertainment afforded the Governor on his Progress, according to some established Usage, nay, it seems to suppose that his Expences, if they had not been thus defrayed according to the Usage, would have been paid by the Company, but were not: Now, if the Money was received in pursuance of such a Usage, openly practised ever since the Deeds were sent over, as well as before, fairly submitted to the Observation of the Company, and expected by them, in Discharge of that Expence, which they must otherwise have borne, I don't see with what Propriety they can institute any Suit for it. But in such a Case the Fact could not be doubtful.

The Evidence, as it is here stated, is still more defective: If the Appendix is adopted by the Directors, and meant to make a Part of the Case, it throws Discredit upon all the Information so collected. Nundcomar's Information goes for nothing. If he were otherwise credible, this makes but One Article among others, which seem to be disbelieved.—Rajah Goordass is liable to the same Observation. He is disbelieved (I collect so at least from the State of the Case) in Articles which he deposes more circumstantially, and is expressly stated to vary in his Account of this. The Begum and Chyten Dur also denied at first, that they knew any Thing of the Matter. No Conclusion can be drawn with Certainty from Mr. Hastings's Questions, without hearing more of the Occasion and Application of them: It is uncertain, whether he meant to question the Truth of the Begum's Account by drawing her into a more particular Explanation; or to justify the Fact, under the Case supposed before, of Usage. The Nabob's Warrant, which seems rather to confirm the Accounts last given by the Begum and Chyten Dur, still goes no further than the same Case of Usage. Mahomed Killaveal, Getabar Ally Kawn, Nursing Baboo, Kissen Kaunt, and others referred to, have not yet been examined, so far as appears in this State of the Matter.

Upon the Whole, I see no Evidence sufficient, in my Judgment, to maintain an Action. If there be probable Grounds of Suspicion, a Bill may be filed to compel a Discovery, and refunding of any Money improperly received; but upon a Case thus stated, I don't think myself warranted in advising the Company to tax a Servant in so high a Post with such scandalous Delinquency, by filing a Bill to that Effect.

The many gross Enormities of this Kind which have passed without Reformation, or even Notice, should create, and will justify, the most wakeful Jealousy: But the very Object of that Jealousy will be disappointed, if Care be not used to select a proper Example: Whether Mr. Hastings will afford such an Example, from this State of the Case I really can't judge.

E. Thurlow.

Mr. Solicitor General's Opinion.

I am of Opinion, That the Company is entitled to recover the Lack and Half of Rupees, which the

the Question supposes Mr. Hastings to have received of the Begum. The Covenants executed in 1769 are not discharged by the Appointment of Mr. Hastings to a superior Station in the Service of the Company; and I hold the Receipt of this Sum to be a Breach of these Covenants, not excused by the Suggestion that the Money might have been paid on account of the Entertainment of the Governor. The Company may either proceed by Action upon the Covenant, or by a Bill in Equity, waving Penalties; and the latter Method seems, from the imperfect and confused Account of the Evidence of the Transaction, to be the most proper Method of proceeding.

Al. Wedderburn.
15th July 1776.

Mr. Serjeant Adair's Opinion.

I have considered this Case, and examined and compared the Evidence stated, as attentively as the Time would permit.

On the first Part of the Case I think, though Mr. Hastings did not execute the new Covenant on being appointed Governor of Bengal, he was clearly bound by that which he entered into 10th February 1769, so long as he continued in the Company's Service, under the Appointment of the Court of Directors; and the Company may recover upon that Covenant any Money, or other Gift, he received, contrary to the true Intent and Meaning thereof.

With respect to the Evidence, the Matter is by no Means so clear. The Charge seems to be confined to the Lack and Half of Rupees for the Governor's Entertainment at Moorshedabad; for the Idea of Two Sums, of a Lack and Half each, having been given, does not appear to deserve much Credit, as it is mentioned only by Goordass, who is stated to have varied in his own Account of it; and is besides on that Point positively contradicted by the other Witnesses, the Begum and her Treasurer.

I think there may be some Doubt whether, if the Fact respecting the Sum given for Entertainment was fully established, it would amount to such a clear and direct Breach of the Covenant, as would entitle the Company to recover. Though it might probably enough come within the Word *Allowance* in the Covenant, yet I think it would be rather a rigid Construction, to apply that to the Governor's merely living at the Nabob's Expence while resident in his Capital, especially if the constant Custom of India has been such. It is also material to know whether the Governor, under the Circumstances in which he then stood, might have charged his Expences at Moorshedabad to the Company; in which Case the Money he received from the Treasury of the Nabob on that Account, must be considered as having already come to their Use, at least as to so much as might reasonably have been charged to them.

At all Events, I cannot think it adviseable for the Company to commence any Suit against Mr. Hastings, upon such Evidence as stated in this Case; especially under the Circumstances, and in the Manner, that it appears to have been obtained.

The Sum however appears a very large one to be placed to the Account of Entertainment, for the Time Mr. Hastings was at Moorshedabad, and the Matter may therefore deserve a further Inquiry. If the Court of Directors think the Information of Goordass deserves any Attention, they may file a Bill against Mr. Hastings for a Discovery, waving all Penalties and Forfeitures. If the Evidence were sufficient, and fairly obtained, which it does not appear to be, the shortest and best Mode of proceeding would be, by an Action upon the Covenant.

J. Adair.
Lincoln's Inn,
July 15th 1776.

Mr. Sayer's Opinion.

It does not appear to me, That there is at present sufficient Evidence to support an Action at common Law against Mr. Hastings for the Lack and an Half of Rupees, or any other Sum of Money he may have received from Munny Begum, which shall be deemed to have been received for the sole Use of the Company. Mr. Hastings has wrote to the Directors, that her Evidence was extorted; and that the Majority of the Supreme Council have determined to proceed at Law against him: He therefore thinks it is imprudent to disclose his Defence; but does not doubt of giving a good Answer to every thing, and that he shall show himself to the Company and the World to have acted with Integrity. As I am satisfied a Discovery will not be injurious to his Defence or Integrity, it is my Advice, that a Bill be filed, at the Suit of the Company, in the Supreme Court of Calcutta, against Mr. Hastings, which he will be obliged to answer. This Circumstance may put an End to all the Contest in Bengal, and be of great Use to the Company.

C. Sayer.
15th July 1776.

Mr. Dunning's Opinion.

If it can be satisfactorily proved that Mr. Hastings received the Lack and Half of Rupees in question as a Gift, Reward, Gratuity, Allowance, Donation, or Compensation, from the Munny Begum, there seems little Reason to doubt of her being to be considered as the Minister or Agent of her

CC-0. Gurukul Kangri Collection, Haridwar. An eGangotri Initiative

her Son the Nabob, and consequently the Money may be recovered of him by an Action on his Bond of the 10th February 1769, which by the Terms of it extends to his subsequent (and was not confined to his then) Station in the Company's Service. It appears to me difficult to reconcile the Evidence stated, and impossible to judge of the Credit due to any Part of it, without fuller Information, particularly as to the Manner in which it is suggested to have been procured.

J. Dunning.
Lincoln's Inn,
16th July 1776.

APPENDIX, Nº III. B.

(APPENDIX A.) Referred to in the Case respecting a Lack and Half of Rupees, alledged to have been received by Mr. Hastings.

Extract of the Governor General's Address to the Court of Directors, dated 18th May 1775.

You will be informed by the General Letter from the Secret Department, of the Decree passed by the Majority on the 9th Instant, for dismissing Munny Begum from her Office of Guardian to the Nabob, and from the Charge of his Houshold, and for conferring those Trusts on Rajah Goordass, the Son of Maharaja Nundcomar.

A Revolution so sudden, so extraordinary, and so important in all its Consequences, required the most wary Circumspection in those who projected it, and the most assured Conviction, both of its Justice and Necessity, before they carried it into Execution. It will naturally be concluded, that they proceeded on some Proofs or strong Presumption, that the Begum had dissipated or embezzled the Nabob's Estate, grossly neglected his Education, or engaged in Projects which might injure the Peace of the Country, the Company's Interests, or their Connection with the Nabob; or, at least, that she had been concerned in Disputes with their Government, or Encroachments on their Dewanny Privileges. You will expect, that in the Proceedings against the Begum, the strictest Regard will have been paid to her Honour, and every scrupulous Attention observed, which the Delicacy of the Oriental Manners prescribes, with respect to her Sex, and her Rank and Character particularly demand. And that, in the Choice of her Successor, due Consideration has been paid to the Requisites for so distinguished a Charge; that his Rank is such as at least may not wound the Nabob's Honour, or lessen his Credit in the Estimation of the People, by the magisterial Command which the new Guardian must exercise over him, with Abilities and Vigour of Mind equal to the Support of that Authority; and the World will expect, that the Guardian be especially qualified, by his own acquired Endowments, to discharge the Duties of that Relation in the Education of his young Pupil, to inspire him with Sentiments suitable to the Dignity of his Birth, and to instruct him in the Principles of his Religion.

How far these Points have been attended to by the Majority in this Transaction, will best appear from the following authentic Detail of it.

On the Second Instant, General Clavering reported to the Board, that Mr. James Grant has obtained Possession of the Accounts of the Nabob's Houshold for Eight Years past, and had brought them to Calcutta, with the Person from whom he had received them, for the Purpose of depositing them in the Hands of Government; thinking them of great Importance to the Company's Interest.

Mr. James Grant was called before the Board, with his Informant Noonit Roy, and delivered a Parcel of Papers, containing Accounts written in the Persian Language, which they said were the Accounts of the Nizamut, and would prove that Munny Begum, on her Appointment to the Management of the Nabob's Houshold, had overcharged Nine Lacks Sixty thousand and odd Rupees in the Arrears then due to that Office. This is the Sum of the Information given by Mr. Grant and Noonit Roy, and was not obtained from them without great Difficulty, and many repeated Interrogatories. Their Examination merits your Attention.

On the Fifth, Mr. Grant was again called before the Board, and explained the above Charge in the following Words: "I venture to say, that from the Accounts in my Possession, and the other "corroborating Circumstances, the Sum of Nine Lacks and Sixty-seven thousand Rupees and odd, "could be proved to be due from the Houshold, on account of the Advance of the Twenty "Lacks Twenty-five thousand and Fifty-two Rupees, paid for Arrears:" That is, as I suppose, for I do not think he has yet made his Meaning sufficiently apparent, of 20,25,052 Rupees, which were paid here in account by the Company for the Nabob's Stipend, the Begum had disbursed no more than 10,48,000, and had defrauded either the Servants of the Houshold or the Nabob of the Remainder.

To prove this, Mr. Grant proposed, that he might have Authority granted him, assisted by Noonit Roy, to examine all the Accounts and Officers of the Nizamut.

On the Ninth, Mr. Grant produced an English Abstract of the same Account, and expressed a Doubt,

Doubt, whether a further Sum of 2,69,563. 15. would not appear, on Inveſtigation, to have been unaccounted for by the Begum.

On theſe Grounds, the following Motions were immediately made, and carried by the Majority.

Motion by General Clavering,

"I move, That a Gentleman, of proper Rank in the Service, be appointed to go to the City, to "acquaint the Nabob and the Begum with the Information that has been given to the Board, and "to demand of her an Order to the proper Officers, to deliver over to him the Nizamut, the "Bhala, and the Conſumani Accounts, from the Middle of April in the Year 1764, to the Middle "of Auguſt 1772; and, that the Intentions of Government in inveſtigating theſe Accounts may be "effectually carried into Execution, that the Begum be diveſted of the Office of Guardian to the "Nabob, that her Influence over the Officers of the Houſhold may not prevent them from giving "true Evidence, when called upon for any Explanation of the above Accounts; and that he do "alſo demand of her, the Accounts from that Time to the lateſt Period of the Year 1181 to "which they can be cloſed."

Mr. Francis's Motion,

"I move, That Mr. Goring be appointed to repair to the City, to execute the preceding Reſolution "of the Board, and to deliver over the Accounts to Mr. Maxwell, Mr. Anderſon, and Mr. Grant; "that theſe Gentlemen be appointed to examine them, and to report to the Board what Balance "appears by the Accounts to be due to the Nabob, or remains unaccounted for by the Begum, "with ſuch other Obſervations as they may think material for the Information of the Board; "that they be allowed ſuch a Number of Mohrirs as they may deem neceſſary to aſſiſt them in "the Examination of the Accounts, and that Noonit Roy may be appointed Chief of the "Mohrirs."

Mr. Monſon's Motion.

"I move, That the Nabob's Perſon and Houſhold be delivered to the Care of the preſent Duan "Rajah Goordaſs, until further Orders."

To theſe Reſolutions I objected, and proteſted againſt the Firſt and the laſt.

The next Day Mr. Goring applied to the Board for an Authority to remove Munny Begum from the Kella or the Nabob's Palace, to a Houſe formerly belonging to the Nabob Meer Jaffier; which is ſituated at a conſiderable Diſtance from it in the City; and to ſeparate from her Councils ſuch Perſons as he ſhould find endeavouring to throw Obſtacles in the Way of his Inquiries, and either to ſend them to Calcutta, or keep them in Confinement until his Reſearches were compleated.

To theſe Propoſitions the Board agreed; I objected and proteſted.

Thus, on a vague unſupported Charge, which, even if proved as to the Fact, will require other Proofs to fix upon it the Charge of Criminality, Munny Begum, the firſt Woman of theſe Provinces, has been diſmiſſed from the Offices which ſhe held by a ſolemn Act of your Government, confirmed by your fulleſt Approbation, and is now expoſed to be ignominiouſly excluded from the Houſe and the Protection of her Family, at the Diſcretion of Mr. Goring; who has never yet afforded Proof either of that Judgment or Integrity which would qualify him for ſo uncommon a Truſt; and the Nabob's Perſon, Houſhold, and Education, committed to the Charge of Rajah Goordaſs, who was lately her Servant; a young Man of mean Abilities, a Gentoo, and the Son of Maha Rajah Nundcomar.

Whatever oſtenſible Colour may be given to this violent Meaſure, it is evidently connected with the Object which has been invariably purſued by the Majority, of eradicating my Authority; and ſo well calculated to ſupport the Influence of their Creature, Nundcomar, and deter Witneſſes from appearing againſt him, that I make no Scruple to aſſert my Belief, that theſe are the real Motives of the Diſgrace of Munny Begum, and the unmerited Elevation of Rajah Goordaſs.

It is unneceſſary to offer Proofs at this Time of the determined Deſign of the Majority to deſtroy my Authority. Nothing was wanting to compleat it, but to repeal the firſt Meaſure of my Government, which was underſtood to have taken place under your expreſs Authority, and was conſpicuous to the View of all the Inhabitants of the Two Provinces.

For Proofs of the laſt Motive aſſigned for this Tranſaction, I appeal to the whole Tenor of the public Conduct obſerved by theſe Gentlemen towards Nundcomar.

They never afforded him the ſlighteſt Countenance till he became my oſtenſible Accuſer: From that Time he has poſſeſſed every external Mark of their Favour.

On the 19th of April, Nundcomar was examined by the Judges of the Supreme Court, on a Charge of a Conſpiracy againſt myſelf and others the principal Members of your preſent and late Adminiſtration; and the Judges declared, there was Matter ſufficient for a Proſecution. On the Day following, the Gentlemen of the Majority honoured Nundcomar with a public Viſit. Their Motive for this cannot be miſunderſtood, and could be no other than that of ſuſtaining the Credit of Nundcomar againſt the Effects of a Criminal Arraignment, thereby proclaiming the Patronage and Support of him, at a Seaſon, and on an Occaſion, in which, of all others, it will be generally thought, that they ought to have avoided every Appearance of a Connection with him.

On the 6th of this Month, Nundcomar was committed to Gaol, in order to undergo a Trial at the

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the next Assizes, for a Charge of Forgery, which was exhibited against him by Mohun Persaud, a Merchant of this Settlement. On the 9th, the Gentlemen of the Majority passed the Act already mentioned in Favour of his Son; which elevated him to a Rank scarcely inferior to the Sovereignty of these Provinces.

For further Proofs of their Attachment to Nundcomar, of the Temper with which they have endeavoured to support him, and even to contest the Powers of Judicature in his Favour, I beg Leave to refer to the Consultations of the 20th and 24th April, and the 8th of May, in the Secret Department, the Postscript to the General Letter from that Department, and the Inclosures to which it alludes.

Extract of Letter from the Governor General to the Court of Directors; dated 31st of July 1775.

The Begum, since her Disgrace, has been added to the List of my Accusers; the Manner in which this extraordinary Manœuvre was effected, will be too plainly suggested, even by the Facts which appear in the abrupt and mysterious Relation of it by Mr. Goring.

Mr. Goring was deputed by the Board to divest the Begum of her Authority, to place it in the Hands of the Son of Nundcomar, to receive from the Begum the Accounts of the Nabob's Expences, and to deliver them to the Gentlemen who were at the same Time appointed to examine and report them to the Board. What private Instructions he received, I know not; but one of his first Acts of Authority, after having taken Care to impress the Begum with a proper Idea of the Extent of his Power over her own Person, by apprizing her of the Order of the Board for her Removal from the Palace to a remote House in the City, and that the Execution of this Order depended solely in his Option, was to *imprison Etwy Ally Cawn, her chief Eunuch and confidential Servant*, on the Complaint of one of the Servants of the Houshold, respecting a private Grievance, totally foreign from the declared Purposes of Mr. Goring's Commission. *By this Species of Torture*, inflicted on the Mind of a weak Woman, who had hitherto been accustomed to the genteelest Treatment and most respectful Address from all Persons, of what Rank soever, who approached her, *she was compelled to deliver a Paper* to Mr. Goring, *containing an Account* of Two Sums *charged* to have been paid to Mr. Middleton *and myself*, each amounting to 1,50,000 *Rupees*. *Edwar Ally was in consequence immediately released* from Imprisonment, and *the Begum permitted to continue in Possession of her own Apartments.*

It is remarkable, that even the obvious Precaution of introducing this strange Production with some Circumstances which might mark it as the voluntary Act of the Begum, was totally disregarded; and the Begum, a Woman of the first Rank in the Province, made abrubtly to present a formal Accusation against the first Member of the present, and the two first Members of the last Administration, with the gloomy Silence of a common mercenary Informer.

The following Extracts will serve as a Specimen of the Oppression exercised on the Begum and her Officers; the Mode chosen by Mr. Goring for eluding the Appeals which she might be provoked to make to the Supreme Court of Justice; and the Derision with which this insolent young Man has dared to treat her Feelings, even in a Letter written by him to the Council.

Extract of a Letter from Mr. Goring to the Board, dated the 17th May 1775.

" On the Begum hearing that Part of the Letter read relating to her being removed to Meer
" Jaffier's House, she exclaimed against it, and said, that if she was to quit the Kella, she would
" go to Calcutta. I told her, this was a discretionary Order, and left to me, if I thought it ne-
" cessary; explaining to her that Part of my Instructions, and assuring her she should be used with
" the utmost Respect, according to your Orders. I beg to know, however, if you will admit of
" her going to Calcutta, should I find it necessary to remove her from the Kella, which I fear shall,
" from the Character of the People about her, particularly Etwar Ally Cawn and Roy Angs in the
" Head of Hircarrahs, who have been the chief Managers since the Begum has had Charge of the
" Nabob, and who have accumulated great Wealth, particularly the former, by his Excellency's
" Account, who was raised from a menial Station to the one he now holds.

" As the Begum hinted that there were *Courts of Justice at Calcutta*, and the aggrieved could there
" *get Redress*, if you think proper, *all Orders confining the Servants* who may be or are faulty,
" *shall be issued in the Nabob's Name*, who I apprehend has an undoubted Right over them."

Extract of a Letter from Mr. Goring to the Board, dated 5th June.

" I have only to add, that previous to sending the above Papers I waited on her (the Begum)
" with the Nabob and Goordass. On mentioning the Matter she flew into a violent Passion, abused
" Goordass, beat herself, *and denied the Whole*."

Extract

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Extract of a Letter from Nonid Roy, addressed to the General and the Gentlemen of the Council, and entered in Consultation of the 24th July.

"On the second of the same Month, between Seven and Eight in the Morning, Rajah Gourdass went to Ferralang, and was received very graciously by Mr. Goring, who expressed his Pleasure at the Kindness of the Rajah in this Visit. After which they entered into Conversation with Chyton Durr, the Behla Treasurer, concerning the Nazarranna given to the Governor, amounting to Two Lacks of Rupees, which were sent to Calcutta at the Time of the Begum's being invested with the Administration. At least *the said Treasurer mentioned something contrary to the Orders of the said Gentleman, and was therefore put under a Guard of Sepoys for near 2 Hours; after which he agreed he would relate in the Evening whatever he might be able to discover from Yatebar Ally Cawn*, and from an Examination into the Papers. *On this he was released.* Rajah Goordass and the said Treasurer went in the Evening to Ferralang, and remained there till near Eight at Night. I understand that nothing was settled. Victuals being sent to Mr. Goring from the Nabob's Sircar, according to our established Custom, he sent it back again. The Papers of the Serista, of the Nizamut, Belah, &c. remained open from 9 o'Clock in the Morning till 7 in the Evening."

Mr. Goring still continues at the City, notwithstanding the ostensible Purposes of his Commission are, or ought to have been, long ago concluded, retaining the Begum in the most absolute State of Dependance, and persisting in his Endeavours to extort from her further Accusations, sometimes practising on her Fears by Threats, and others, tempting her by Promises of restoring her former Authority. This I learn from private Information, but I do not think it safe to divulge my Authority; you will judge of the Probability of it from the Facts avowed by Mr. Goring in his Letters, and from the general Tenor of his Commission. This Treatment of the Begum has hitherto produced no other Effect than to irritate her to short Gusts of Anger and ineffectual Resolutions to come down to Calcutta for an Asylum against a Tyranny which she could no longer submit to.

Such is the State of the Person whom your former Administration thought worthy of being placed in the first Office of Dignity in these Provinces, and whom your subsequent Commands have since confirmed in that Trust, with Expressions of your fullest Approbation, and even the most honourable Testimonies of your Applause bestowed on myself for the Part which I had in the Plan and Conduct of this Transaction.

APPENDIX, N° 112.

COPY of Advices to Bengal, relative to the Court's Acceptance of Mr. Hastings's Resignation, and of their Appointment of Mr. Wheler to fill the Vacancy.

Postscript to the General Letter to Bengal, dated 25th October 1776.

Postscript, dated 30th Oct. 1776.

UPON taking into Consideration a Letter lately received from Colonel Lauchlin Macleane, dated the 10th Instant, representing, That he was authorized, empowered, and directed to signify to us, the Desire of Warren Hastings, Esquire, to resign his Office of Governor General of Bengal, and to request our Nomination of a Successor to the Vacancy which would be thereby occasioned in the Council there; and it having appeared, from an Inspection of the Powers with which Mr. Macleane was invested from Mr. Hastings, and from collateral Testimony in Confirmation of such Powers, that Mr. Macleane was authorized to signify to us Mr. Hastings's Desire to resign his said Office, we unanimously Resolved to accept such Resignation: And thereupon, in consequence of the Powers delegated by the Act of the 13th Year of His present Majesty, did nominate and appoint Edward Wheler, Esquire, to succeed to the Office in the Council of Fort William, in Bengal, which would become vacant thereby, if such Nomination should be approved by His Majesty, to whom a proper Memorial and Petition was presented, praying His Majesty's Consent to such Nomination, agreeable to the Directions of the said Act of Parliament: A Copy of which Memorial and Petition is inclosed.

The Dispatches by His Majesty's Ships of War being unexpectedly detained, we have the Opportunity of acquainting you, that Lord Viscount Weymouth, One of His Majesty's Principal Secretaries of State, hath signified to us by his Letter, of which we also inclose a Copy, that the King is graciously pleased to approve of our Nomination; and that the proper Instrument of His Majesty's Approbation will be prepared accordingly for the Royal Signature.

The Shortness of the Time since we were informed of His Majesty's Pleasure upon the Nomination, will not permit our writing more at large at present; but whatever shall occur to us as necessary

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sary upon this Alteration in the Administration of the Presidency of Bengal, will be communicated to you by our next Dispatch.

Gentlemen,

The Court of Directors having, previously to the Receipt of His Majesty's Approbation, under His Royal Sign Manual, of their Appointment of Edward Wheler, Esquire, to be one of the Counsellors of the Governor General and Council at Fort William, in Bengal, transmitted a Commission, nominating and appointing Mr. Wheler to the Office of one of the said Counsellors, after the same shall become vacant, in the Manner as in the said Commission mentioned; the said Court have ordered me to send you the enclosed Copy thereof.

I am, very respectfully,
Gentlemen,
Your most obedient,
Humble Servant,
P. M. Secretary.

The Honourable the Governor General and Council for all the Forces and Affairs of the English Nation, at Fort William, in Bengal.

Gentlemen,

In Obedience to the Orders of the Court of Directors, I transmit to you the enclosed Copy of the Instrument this Day received from the Secretary of State, under His Majesty's Sign Manual, approving of their Nomination of Edward Wheler, Esquire, to be one of the Counsellors of the Governor General and Council, created by an Act of Parliament made in the Thirteenth Year of His Majesty's Reign; of which Nomination the said Court have advised you, under Date of the 30th October last.

I am, very respectfully,
Gentlemen,
Your most obedient,
Humble Servant,
P. Michell, Secretary.

East India House,
London, 15th Nov. 1776.

The Honourable the Governor General and Council for all the Forces and Affairs of the English Nation, at Fort William, in Bengal.

APPENDIX, N° 113.

Copy of Mr. Hastings's Letter disowning his Resignation by his Agent.

To the Honourable the Court of Directors.

Honourable Sirs,

NO Event of my Life ever befel me for which I was so little prepared, as the News of the Notification made by Colonel Macleane, of my Desire to resign your Service; your Acceptance of that Notification; your Nomination of Mr. Wheler to fill the Vacancy which would of course follow my Removal from this Government; your Application to the King to approve the Nomination of Mr. Wheler, and his Approval of it; Acts so solemn in their Progression, so important in respect to their Object, and concluded by an Authority so sacred, that although I knew them to be invalid, the Grounds on which they were built being defective, yet my Confidence forsook me, and I thought of nothing but to submit myself to the hard Lot which had been imposed upon me.—I could not disavow the Declaration made by Colonel Macleane, without appearing adverse to a Man who had given me the most undoubted Proofs of his Friendship, and even in this Instance, in which he exceeded his Powers, had been actuated, I knew, by a sincere and honest, though a mistaken and too precipitate Zeal to serve me. I could not arraign the Justice of those, whose Approbation I have ever sought as the first Reward of my Fidelity and incessant Toils for their Service; neither would the high Respect which I bear to an Instrument having His Majesty's Royal Signature, however obtained, allow me, without the greatest Reluctance, to disclaim the Principle on which its Effects depended. Nor were these, though the First, the only Causes of my Acquiescence. The same Act that deprived me of my Rights, deprived me at the same Time of all

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all Power to assert them. While understood to be mine, it must alienate my Friends; expose me to the Derision of my Enemies; cast a Stain on my Reputation; and leave me without a Resource.

On the other Hand, I could not ratify the Promise which had been made in my Name, without making an ungrateful Return to the Company, for the honourable Support which they had so successfully bestowed upon me; nor without branding my own Character with Falshood and Deception, after the repeated Protestations publicly and loudly made by me, that no Consideration of private Convenience, nor Impatience of Injury, should prevail upon me to make a voluntary Surrender of the Trust which had been committed to me; but that I would retain my Seat in this Government, until a clear Decision was passed between me and my Opponents in it, or until I should be removed from it by Authority.

My Mind being thus divided by such opposite Considerations, I could not immediately resolve on the Conduct which it was proper for me to pursue with respect to the Engagement which had been imposed upon me; and I suffered myself to continue in a State of Indecision for a long Time, in the Hope of seeing Mr. Macleane, who I understood was on the Point of returning to India; or of learning, by other Means of Information, the Authorities on which so uncommon a Measure had been concluded, and of which (strange as it may appear) I am yet ignorant.

I have been disappointed in these Expectations, and have therefore yielded to the Necessity which compels me to declare, that I do not hold myself bound by the Notification made by Mr. Macleane, nor by any of the Acts consequent of it. What the Evidences were which were produced by Mr. Macleane to your Committee, I know not; but conclude that they must have been very strong, to have operated not only on his Belief, but on that of the Gentlemen to whom they were exhibited; One of whom I personally know, and the others I believe to possess great Judgment and Probity. Strong as the written Evidence was, I believe that it was of its Nature held insufficient without verbal Testimony. To what Conversations the Gentlemen who were called on for that Purpose, deposed, or how they might have understood any Thing which passed between me and Messieurs Macleane and Graham, I know not; I most certainly never called them in as Witnesses to any Transactions, nor ever authorized them to give Testimony. What I myself know with Certainty, or can recollect at this Distance of Time, concerning the Powers and Instructions which were given to Messieurs Macleane and Graham when they undertook to be my Agents in England, I will circumstantially relate.

I am in possession of Two Papers which were presented to those Gentlemen at the Time of their Departure from Bengal; one of which comprizes Four short Propositions, which I required as the Conditions of my being confirmed in this Government. The other Paper contained an Explanation of the last of these. Whether any other Instructions were given by me in Writing, I cannot affirm; if there were, I do not recollect that I gave them, nor have I any Copy of them. But I very well remember that I earnestly recommended, both to Mr. Graham and to Mr. Macleane, a *Caution* not to suffer my Cause to be used by any Body of Men as a mere Instrument of a Party, desiring them to give up the Defence of it, if it could not be maintained without such Means.

In what Words this Injunction was expressed, I cannot tell; but I presume that this must have been *the Authority which was quoted for the Offer of my Resignation.* I can only say, that I do not *retain even the faintest Idea of having given such a Commission*; nor can I conceive the Necessity *of impowering others to do for me in my Name*, an Act which must have waited for my Ratification, and which it was at all Times in my own Power to perform for myself without any Agency. Mr. Barwell, with whom I was in strict Confidence, perfectly remembers this Part of my Instructions as I have related it. If it expressed more than I have mentioned, or contained any Ambiguity in the Construction of it, which may have warranted the Sense in which it was understood; my subsequent Correspondence with Messieurs Macleane and Graham, and more especially my Letters to your Honourable Court, had they been adverted to, must have rectified that Error, and totally destroyed every Conclusion which could have been drawn from it. I am not surprized that the particular Expressions, or even the general Tenor of these, should have escaped your Notice, amidst the Mass of Papers with which the public Dispatches from hence were crouded, and the Multiplicity of other Affairs you had to engage it; but I hope I may be allowed to appeal to those Evidences, at that Time in your Possession, for Proof that nothing was more foreign from my Intention, than by any voluntary Act of my own to relinquish the Trust which had been publicly committed to me, although I repeatedly pressed for such Decision upon the Contests between me and my Opponents in the Government, as should either confirm to me the Possession of it, or take it from me.

These Sentiments were declared or implied in all my Letters to your Honourable Court, in all, I believe I may venture to say, without Exception.

I have extracted a few of the most striking Passages to this Effect, from the Letters which had been received by you at the Time of the Notification made by Mr. Macleane, which I beg Leave to quote at large.

" Painful as my Situation is likely to prove, and unsuitable to my Disposition, it is my determined Resolution to retain the Place which your Favour originally assigned me, and the Legislature has since so honourably confirmed, till your Justice shall decide between me and my Opponents."

" If you should judge me fit to be continued in the chief Direction of your Affairs, I have already said, and yet repeat, that I am willing and desirous to devote what remains of the active Season of my Life to your Service."

" It will be difficult to explore the Source of Measures so uniformly violent and personal, before the Gentlemen could have acquired a Knowledge of the Affairs of the Company, or of myself, " unless

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"unless we trace it in a preconcerted Intention to provoke me to a Resignation of the Government, "or to lead me into a Warfare of Scurrility inconsistent with my Character and Station. If these, "however, have been the Objects of the Majority, they will find themselves disappointed; for with "respect to the former, I have determined to sacrifice my own Feelings, and abide by the Decision "of my Employers on the Appeal which I have made to their unbiassed Judgment; and with "respect to the latter, I will venture to say, that I shall be armed with a sufficient Defence in the "Exercise of my own Moderation. My Situation is truly painful and mortifying; deprived of the "Powers with which I have been invested by a solemn Act of the Legislature, ratifying your Choice "of me to fill the First Office in this Administration; denied the Respect which is due to my Station "and Character; denied even the Rights of personal Civility, by Men with whom I am compelled "to associate in the daily Course of official Business, and condemned to bear my Share in the Re-"sponsibility of Measures which I do not approve; I should long since have yielded up my Place "in this disgraceful Scene, did not my Ideas of my Duty to you, and a Confidence in your Justice, "animate me to persevere."

"I now take my Leave, for a long Interval of Time, in which I have every Thing to expect from "the determined Inveteracy of my Enemies; but I will still wait with what Patience I can, the "Remedy which I look for from your Justice, &c. Permit me, honourable Sirs, to take this "Occasion to disclaim the Intention which may be obviously ascribed to these Appeals, of having "written them solely for my own Vindication. Had this been the sole Object which I could have "obtained by them, as much as I feel for my own Honour, and great as my Ambition is to de-"vote my future Labours to your Service, I should have long since quitted the Scene of Trouble in "which I am involved, nor ever presumed to intrude on the Business of your Honourable Court "with the Relation of my Grievances."

"If I am conscious of possessing Talents and Integrity, such as may qualify me to fill with "Credit the Seat which you have assigned me, I should repay that Benefit with Ingratitude, and "disgrace the Choice which you have made of me, were I to desert it, because the Possession of "it was attended with present Trouble, and a temporary Mortification."

"Prompted equally by Duty and Gratitude, I have hitherto resolved to bear my Part in this "distracted Scene, and, *if I live, I will see the End of it.*"

If there be any Force in Words, the above Extracts are all positive Affirmations of a Resolution to retain my Place in this Government until I shall be removed from it. The Connection of the same Spirit which runs through all my Letters, is a yet stronger Confirmation of it. These were my own Declarations regularly notified, in clear and unequivocal Language, by myself your Servant, to you my Employers, and would most undoubtedly in your Opinions, had they been in your Remembrance, have been construed to revoke any Kind of Intimation, however authenticated, which could be delivered by Proxy; these Declarations being subsequent to the Powers of the Proxy, and all Powers granted to a Proxy being in their Nature revocable before any Act done in consequence of them.

From what had passed here and in England since the Constitution of the new Government of Bengal, my Mind had been framed to the Expectation and patient Endurance of any Event which I thought could have befallen me: But I must own that it was unequal to the last; for surely nothing can exceed the Humiliation of being deprived of a Trust, of the first Importance perhaps under the British Empire, by an imputed Act of my own, without even the Formality to verify it, which would have been required for the Acceptance of a common Note of Exchange.

I am aware of the Consequences to which I expose myself, by invalidating an Act of such Importance, unaided as I am by personal Influence, and stripped even by that Act of the Friends whom the Credit of my Character had raised. But I must be just to myself, and I will be the sole Master of my own Actions, in every Instance in which I am accountable for them. I should most chearfully have submitted to any Sentence which had removed me from the Government; but I will not pass that Disgrace upon myself.

I beg that what I have written may be understood only as applying to the original Act of Colonel Macleane, and to the Obligation implied by it. Of its Effects on my Conduct, derived from other Considerations, I have yet to speak; and on this Subject I shall be very brief. It was my Intention to have yielded to it, not as to an Engagement which I was bound to perform, but as to a Case of Necessity against which all Resistance would be vain. What has since passed, it is needless, and might be improper to repeat, after the Agreement made to transmit to you the plain Account of it, as it stood recorded on our Proceedings, without a Comment.

I now wait your Decision upon that Reference; but not without a Hope, that on a Revision of your former Conclusions, they will have appeared defective, and that your Wisdom will have removed or corrected them, and freed me from the Anxiety of a longer Expectation. Your Decision, whatever it may be, I shall receive with equal Composure, as I have not a Wish for myself, but that I may preserve the Consistency of my own Character, and persevere to the last in the faithful Discharge of my public Duty.

I have the Honour to be, with the greatest Respect,

Honourable Sirs,
Your most obedient, and
faithful humble Servant,

Fort William,
15th August 1777. (Signed) Warren Hastings.

APPENDIX,

APPENDIX, Nº 114.

COPY of Proceedings of the Council General on Mr. Hastings's Resignation.

Fort William, the 20th June 1777.

Rev. Dep^ts Friday.

At a Council; PRESENT,
The Honourable Warren Hastings, Governor General, President;
Richard Barwell, Esquire.

Mr. Barwell,

I Beg Leave to inform the Board, that as I was proceeding to the Council House, in consequence of the Summons received from the Secretary to this Department, by Order of the Governor General, a Note, which I now lay before the Board, was delivered to me. It is of a Nature so very extraordinary, that some immediate Steps are, I judge, necessary to be taken on the Subject.

Richard Barwell, Esquire.

Sir,

I am directed by John Clavering, Esquire, as Governor General of this Presidency, to request that you will meet him in Council at 11 o'Clock this Forenoon, for the special Purpose of issuing the necessary Orders for proclaiming the Change in the Government, and for issuing such other Orders and Directions as may be necessary thereupon.

I am, with Respect, &c.

Friday, 20th June. J. P. Auriol, Secretary.

Governor General.

While Mr. Barwell was dictating the above Minute, the following Letter was brought to the Governor General, directed "Warren Hastings, Esquire," by Lieutenant Roberts, the Persian Translator to General Clavering.

Sir,

In consequence of the Letter from the Honourable Court of Directors, under Date the 30th October 1776, received and read Yesterday in Council, by which this Government is informed, *That Warren Hastings, Esquire, had resigned the Office of Governor General of Bengal*; *that the Honourable Court of Directors had accepted such Resignation*; *and that the Vacancy thereby created in the Council, had been filled up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court of Directors, and approved of by His Majesty, in the Manner, and according to the Forms prescribed by Law*: And another Letter, dated the 15th November 1776, from Mr. Peter Michell, Secretary to the Honourable Court of Directors, having also been received, and read Yesterday in Council, in which an attested Copy is transmitted of the Instrument under His Majesty's Sign Manual, bearing Date the 26th Day of October 1776, by which His Majesty consents to, and approves of, the above-mentioned Nomination and Appointment of Edward Wheler, Esquire, to the Place and Office of one of the Counsellors of the Governor General and Council, *avoided by my Promotion to the Place and Office of Governor General*: I am, Sir, in virtue of the Right and Authority now by Law vested in me, to require, that you will be pleased to surrender to me the Keys of Fort William, and of the Company's Treasuries, now in your Possession.

I shall be at the Council House at Twelve o'Clock this Day, where I understand it has been usual for the former Governors of this Presidency to surrender the Keys to their Successors; but if it should not be agreeable to you to meet me there, I leave it to your Option to take any other suitable Method of complying with this Requisition that you may prefer, provided that it be done in the Course of the present Day.

Fort William,
20th June 1777.

I have the Honour to be, &c.

J. Clavering.

Resolved, That the following Answer be given thereto:

To Lieutenant General Clavering.

Sir,

The Governor General, in Council legally and regularly assembled, has laid before us a Letter of this Date, received by him at the Board from you, expressing, that "in consequence of the Letter "from the Honourable Court of Directors, under Date the 30th October 1776, received and read "Yesterday

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" Yesterday in Council, by which this Government is informed, that Warren Hastings, Esquire,
" had resigned the Office of Governor General of Bengal; that the Honourable Court of Directors
" had accepted such Resignation; and that the Vacancy thereby created in the Council, had been
" filled up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court
" of Directors, and approved of by His Majesty, in the Manner and according to the Forms pre-
" scribed by Law: And another Letter, dated the 15th of November 1778, from Mr. Peter Michell,
" Secretary to the Honourable Court of Directors, having also been received, and read Yesterday
" in Council, in which an attested Copy is transmitted of the Instrument, under His Majesty's Sign
" Manual, bearing Date the 26th Day of October 1776, by which His Majesty consents to, and
" approves of, the above-mentioned Nomination and Appointment of Edward Wheler, Esquire, to
" the Place and Office of one of the Counsellors of the Governor General and Council, avoided by
" your Promotion to the Place and Office of Governor General; you do, in virtue of the Right and
" Authority now by Law vested in you, require, that he will be pleased to surrender to you the Keys
" of Fort William, and of the Company's Treasuries, now in his Possession."

" That you will be at the Council House at 12 o'Clock this Day, where you understand it has
" been usual for the former Governors of this Presidency to surrender the Keys to their Successors;
" but if it should not be agreeable to him to meet you there, you leave it to his Option to take any
" other suitable Method of complying with this Requisition, that he may prefer, provided that it
" be done in the Course of the present Day."

In answer to which, we have thought it incumbent on us to inform you, That we know of no Act or Instrument by which the Place and Offices of Warren Hastings, our Governor General, are vacated, nor by which they have actually devolved on you; and that we are resolved to assert and maintain, by every legal Means, the Authority and Trust which have been reposed in him by the 13th Act of His present Majesty, intituled, "An Act for the establishing certain Regulations for the " better Management of the Affairs of the East India Company, as well in India as in Europe;" and by a Deed of Government, under the Hands of the Honourable the Court of Directors, and the Seal of the United East India Company, until the same shall be avoided by his Resignation or Death, or by the express Command of His Majesty, His Heirs and Successors; without which it is declared that he shall not be removable.

We have the Honour to be, &c,

Fort William,
the 20th June 1777.

Mr. Roberts being called before the Board, the Answer is given to him, with a Request that he will deliver it to General Clavering, as the Answer from the Board.

The Secretary lays before the Board the following Letter received from General Clavering:

To Richard Sumner, Esquire, Secretary to the Board of Revenue.

Sir,

In consequence of the Letter from the Honourable Court of Directors, under Date the 3d of October 1776, received and read Yesterday in Council, by which this Government is informed, that Warren Hastings, Esquire, had resigned the Office of Governor General of Bengal; that the Honourable Court of Directors had accepted such Resignation; and that the Vacancy thereby created had been filled up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court of Directors, and approved of by His Majesty, in the Manner, and according to the Forms prescribed by Law; and another Letter, dated the 15th November 1776, from Mr. Peter Michell, Secretary to the Honourable Court of Directors, having also been received, and read Yesterday in Council, in which an attested Copy is transmitted of the Instrument under His Majesty's Sign Manual, bearing Date the 26th Day of October 1776, by which His Majesty consents to and approves of the abovementioned Nomination and Appointment of Edward Wheler, Esquire, to the Place and Office of one of the Counsellors of the Governor General and Council, avoided by my Promotion to the Place and Office of Governor General;

I do hereby order and direct you to issue, immediately, a Summons in my Name, as Governor General, to Richard Barwell and Philip Francis, Esquires, to attend a Meeting of the Governor General and Council in their Revenue Department, at the Revenue Board, at One o'Clock in the Afternoon of this Day.

You will also direct the Roy Royan to give his Attendance, as usual.

I am,
Sir, &c.
J. Clavering.

Council Chamber,
20th June 1777.

Ordered, That the Secretary do write in Answer to General Clavering, That Warren Hastings, Esquire, Governor General, and Mr. Barwell, being met in Council, in consequence of the Summons regularly issued for that Purpose by the Governor General, being the Majority of the Council, do require his Attendance in virtue of that Authority.

Resolved, That the following Letter be written to Colonel Morgan.

To

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To Colonel Morgan, Commandant of the Garrison of Fort William.

Sir,
General Clavering having thought proper to claim the Office of Governor General, and required from Warren Hastings, Esquire, our present Governor General, the Surrender of the Keys of the Garrison of Fort William; we think it necessary to give you this Intimation, that you may not inadvertently be led into a Breach of the Duty and Obedience you owe to the Authority of the said Warren Hastings, Esquire, Governor General and Commander in Chief of the Garrison, or to the Majority of this Board, appointed to the Government of these Provinces, as constituted by the Act of Parliament 13th George 3d.

We therefore strictly enjoin you to act with the greatest Care and Circumspection, and to obey no Orders whatsoever, but such as shall be signed by the said Warren Hastings, Esquire, Governor General, or a Majority of his Council.

We are, &c.

Fort William,
the 20th June 1777.

Agreed, That the following Letter be written to the Chief Justice, by the Governor General.

To the Honourable Sir Elijah Impey, Knight, Chief Justice.

Sir,
Some extraordinary Pretensions having been urged by General Clavering to the Office of Governor General, which has rendered it necessary for me and the Majority of my Council, regularly assembled, to address the accompanying cautionary Letter to Colonel Morgan, I request the Favour of you to assemble the Judges of the Supreme Court, to assist, with your Advice and Authority, on this very important and alarming Occasion.

I am, &c.
(Signed) Warren Hastings.

Fort William,
20th June 1777.

Ordered, That the Secretary do require the immediate Attendance of Mr. Francis, in the Name of the Honourable Warren Hastings, Esquire, Governor General, &c. Council, assembled on Matters of great Importance.

Ordered, That Mr. Auriol, the Secretary to the Council, do issue no Summons for the Meeting of Council, but by the Authority of the Governor General, Warren Hastings, Esquire, nor Orders or Directions to any Person or Persons whatsoever, without the legal Authority of the said Governor General, or the Majority of the Council so assembled.

Ordered, The Secretary to this Department do observe the same Rule.

Ordered, That the Secretary do require the Secretary to the Council General, immediately to send the Dispatches he received Yesterday from Europe, and read and recorded in the Proceedings of his Department.

Understanding that the Chief Justice and Judges are assembled at the Court House;

Agreed, That the following Letter be written to them; and

Ordered, That the Secretary do wait upon them with it.

To the Honourable Sir Elijah Impey, Knight, Chief Justice, and to the other Judges of the Supreme Court of Judicature at Fort William.

Honourable Sirs,
In addition to the Letter which we have already addressed to the Chief Justice, we take the Liberty to request that you will do us the Honour to meet us at the Revenue Council House, as we may have Occasion to refer to many Papers of the Office, on the Subjects on which we wish to receive the Benefit of your Advice.

Fort William,
the 20th June 1777.

We have the Honour to be, &c.

Read the following Letter from the Judges of the Supreme Court, in answer to the Governor General's Address to the Chief Justice:

Honourable Governor General.

Honourable Sir,
In consequence of a Letter by you addressed to Sir Elijah Impey, desiring him to assemble the Judges, we are now assembled at the Court House accordingly; and as the Business of the Day is over, are there detained for no other Cause.

E. Impey,
Robt Chambers,
S. C. Lemaistre,
John Hyde.

Friday,
2 o'Clock, P. M.

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The Chief Justice and Judges of the Supreme Court arriving at the Council House, the Governor General informs them of the Occasion on which the Board had requested their Attendance, and desires that they will permit the Proceedings of the Day to be read;—which being read

Ordered, That Application be again made to the Secretary of the Public Department, for the original Letters and Papers received Yesterday from the Court of Directors, and that if they are in the Possession of any Member of the Board, he be directed to demand them from him; informing him, that the Governor General wishes to submit them to the Judges for their Opinion upon them, by which it is his Determination to abide; and that the Chief Justice, and the Three other Judges, are accordingly assembled at the Council House in this Department for that Purpose.

The following Letter being now received, is read.

To Richard Sumner, Esquire.

Sir,

I have this Instant received your Application for "the Dispatches from Europe, received Yesterday." In answer to which I am to acquaint you, that they are in the Possession of General Clavering, to whom I delivered them this Morning, in consequence of his Requisition.

Fort William, the 20th June 1777.

I am, Sir, &c.
J. P. Auriol, Secretary.

Mr. Barwell returning to the Board, delivers in the Report of his Visit at the Council House, to require the Papers.

Quest. to Mr. Auriol. Mr. Secretary, Have you the General Letters received Yesterday?

Ans. No.

Quest. Who has the Letters?

Ans. General Clavering is possessed of the Letters.

The above having past between me and Mr. Secretary Auriol in the Council Chamber of the General Department, where General Clavering was at that Time sitting, in Company with Mr. Francis, I addressed myself to General Clavering:

Sir, Will you be so kind as to let me have the General Letters?

General Clavering's Answer.—Sir, the Council is sitting—I cannot part with them.

At what Time, Sir, can you let me have the Letters?

General Clavering.—By what Authority do you require the Letters?

I require them as a Member of the Council General of Bengal, in which Capacity I am entitled to peruse and to take a Copy of any Public Papers addressed to the Governor General and Council of Bengal. I wish to have the Letters, and beg you will specify at what Time I may have them—I shall not keep them Two Hours.

G. C. Sir, You have heard them read once—you may hear them read a Second Time.

I beg to know, General, whether I may have the Papers delivered into my Possession, or not?

G. C. Sir, I am not here to answer Interrogatories. If you will take your Place as a Member of the Council, you may hear the Letters read.

Quest. I am a Member of the Council General, and I demand formally the General Letters—Will you, General Clavering, comply with my Request, or will you not?

G. C. I will return no other Answer.

I then addressed myself to Mr. Secretary Auriol, and observed to him, that being a Member of the Council, and having a Right to claim from him any original public Papers in his Custody, or Copies of such Papers, I ordered and enjoined him to send to me the several Papers received from the Court of Directors Yesterday in Council, and recorded on the Proceedings, as soon as ever those Papers should come into his Possession.

R. Barwell.

Read the following Letter from Mr. Auriol, Secretary to the General Department, to the Governor General and Mr. Barwell, with its Inclosure.

To the Honourable Warren Hastings, and to Richard Barwell, Esquire.

Gentlemen,

I have this Instant been honoured with your Commands, "not to issue any Summons for the "Meeting of Council, but by the Authority of Warren Hastings, Esquire, the Governor General; "nor any Orders nor Directions to any Person or Persons whatsoever, without the legal Authority "of the said Governor General, or the Majority of the Council so assembled."

I beg Leave to acquaint you, that previous to the Receipt of these Commands, I had issued Summons to Mr. Barwell and Mr. Francis, to meet General Clavering in Council, in consequence of Directions which I received from him this Morning for that Purpose, requiring me to issue them in his Name as Governor General.

I take

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I take the Liberty to enclose a Copy of General Clavering's Letter to me on this Occasion, which I hope will be sufficient to justify my Conduct in your Opinion; for although I had seen the General Letters referred to by him, yet I could not presume, for my own Part, to form any Judgment on the Facts which he had collected from them; I therefore thought it my Duty to comply with his Desire.

I have the Honour to be, &c.

J. P. Auriol, Secy.

Fort William,
20th June 1777.

To James Peter Auriol, Esquire, Secretary to the Supreme Council, &c. &c. &c.

Sir,

In consequence of the Letter from the Honourable the Court of Directors, under Date the 30th October 1776, received and read Yesterday in Council, by which this Government is informed, that Warren Hastings, Esquire, had resigned the Office of Governor General of Bengal; that the Honourable the Court of Directors had accepted such Resignation; and that the Vacancy thereby created had been filled up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court of Directors, and approved of by His Majesty, in the Manner and according to the Forms prescribed by Law; and another Letter, dated the 15th November 1776, from Mr. Peter Michell, Secretary to the Honourable the Court of Directors, having also been received and read Yesterday in Council, in which an attested Copy is transmitted of the Instrument under His Majesty's Sign Manual, bearing Date the 26th Day of October 1776, by which His Majesty consents to, and approves of, the above-mentioned Nomination and Appointment of Edward Wheler, Esquire, to the Place and Office of one of the Counsellors of the Governor General and Council, voided by my Promotion to the Place and Office of Governor General;

I do hereby order and direct you to issue, immediately, Summons in my Name as Governor General, to Richard Barwell and Philip Francis, Esquires, to attend a Meeting of the Council at the Council House, at Eleven o'Clock this Forenoon, for the especial Purpose of issuing the necessary Directions for proclaiming the Change in the Government, and for giving such other Orders and Directions as may be necessary thereupon.

I am,
Sir, &c.

Friday Morning,
20th June 1777.

(Signed) Jn° Clavering.

A true Copy.
(Signed) W. Bruere, Asst Secy.

Read the following Letter from Mr. Auriol, Secretary to the General Department, to the Secretary of this Department.

To Richard Sumner, Esquire, Secretary to the Board of Revenue.

Sir,

In reply to your further Application for the original Letters and Papers received Yesterday from the Court of Directors, I am ordered by General Clavering, as Governor General, and Mr. Francis, to desire that you will be pleased to inform the Judges, that they are now preparing an Address to them with respect to the Conduct they have pursued since the Receipt of the above Letters, which they conceive have divested Mr. Hastings of the Office of Governor General; and that it is their Intention to send them all the Letters and Papers as soon as their Letter to the Judges can be finished, which will be in a Couple of Hours; they hope therefore that the Judges will be pleased to determine among themselves, at what Place and Hour, in the Course of this Evening, they will receive the above Papers, and take them into their serious Consideration, without the Presence of any Member of the late or present Administration.

I am,
Sir, &c.

Fort William,
20th June 1777.

(Signed) J. P. Auriol, Secy.

Ordered, That the Secretary do write to Mr. Auriol, in reply to the above Letter, That the Chief Justice and the other Judges being assembled at the Council House in this Department, in consequence of a formal Requisition made to them from this Board, as recorded in the Proceedings of this Day; and having heard the Letters read, had declared, that they will assemble at the House of the Chief Justice, at Six o'Clock this Evening, by themselves, for the Purpose of receiving the Papers mentioned in Mr. Auriol's Letter.

Agreed, That the following Letter be written to Colonel Muir.

To Lieutenant Colonel Muir, or Officer commanding at Barrackpore.

Sir,

General Clavering having thought proper to claim the Office of Governor General, and to require from

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from the Honourable Warren Hastings, Esquire, Governor General and Commander in Chief of the Garrison of Fort William, the Surrender of the Keys thereof, we think it necessary, for the Guidance of your Conduct in the Command of the Troops stationed at Barrackpore for the Duty of this Garrison, strictly to forbid your Obedience to any Orders relative to the said Troops, but such as shall be enjoined by the said Warren Hastings, Esquire, our present Governor General, or by a Majority of the Board, as appointed by the Act of Parliament of the 13th Year of His Majesty's Reign to constitute the Government of these Provinces.

We are, &c.

Fort William,
20th June 1777.

Agreed, That the following Letter be circulated to all the Provincial Councils and Collectors.

To the Provincial Councils and Collectors.

Gentlemen,

We forbid you to obey any Orders but such as you may receive from Warren Hastings, Esquire, Governor General and Council, or a Majority of the Board, as appointed by the Act of Parliament of the 13th Year of His Majesty's Reign to constitute the Government of these Provinces.

Fort William,
20th June 1777.

We are, &c.

Agreed, That the following Letter be written to the several Commanding Officers.

Circular Letter to the several Commanding Officers.

Sir,

General Clavering having formally demanded from Warren Hastings, Esquire, the Governor General, the Surrender of his Place and Office of Governor General, and assumed other Acts appertaining only to the Office of Governor General, without any legal Authority for so doing, we hereby strictly forbid your Obedience to any Orders relative to the Troops under your Command, but such as shall be enjoined by the said Warren Hastings, Esquire, our present Governor General, or by a Majority of the Board, as appointed by the Act of Parliament of the 13th Year of His Majesty's Reign to constitute the Government of these Provinces.

We are, &c.

Fort William,
the 20th June 1777.

Agreed, That the following Letter be written to the Judges.

To the Honourable Sir Elijah Impey, Knight, Chief Justice, and the other Judges of the Supreme Court of Judicature, at Fort William,

Honourable Sirs,

We have herewith the Honour to transmit to you a Copy of the Proceedings of the Council held this Day, conformably to the Desire which we expressed to you when you did us the Honour to meet us at the Council Chamber on our Requisition, and to request that you will be pleased to give them your Attention at the same Time that you consider the *Papers which are to be laid before* you this Evening by General Clavering and Mr. Francis.

We think it necessary to inform you, that by an authentic Deed, of which we send you a Copy, from the Honourable Court of Directors, dated the 25th March, under the Hands of the Court of Directors and the Seal of the East India Company, Warren Hastings, Esquire, was constituted Governor General and Commander in Chief of our Fort and Garrison of Fort William and the Town of Calcutta, which Deed or Instrument is in the Hands of our Secretary, James Peter Auriol, Esquire, and we conceive it to be essentially necessary for your Inspection, to enable you to judge of the Validity of the Powers which are now claimed by General Clavering, to whom no Instrument or Deed of that or the like Nature has been yet conveyed by the regular and usual Channel of the Governor General and Council, and therefore we presume that he is not in Possession of any such Instrument, nor of any other authentic Deed or Authority invalidating the former.

We also take the Liberty to transmit you a Copy of the Clause of the Act of Parliament of the 13th of His present Majesty, expressing both the Names of the Members constituting the present Government, and the Mode by which they shall be removable.

We have the Honour to be, &c.

Fort William
20th June 1777.

Ordered,

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Ordered, That the Secretary do deliver the Letters to the Post Master General.

Resolved, That this Board do adjourn till To-morrow Morning, and that the Secretary continue in Attendance on the Governor General.

20 June, P. M. The Board met by Adjournment. The following Letter was received from the Honourable the Chief Justice and Judges.

To the Honourable Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire.

Sirs,

We do ourselves the Honour to send you herewith, a List of Papers which we have received from General Clavering and Mr. Francis, and beg to be informed whether, besides the Papers therein numerated, and those which are mentioned in your Letter of this Evening to Sir Elijah Impey, there be any other that you wish us to peruse, before we form the Opinion that you this Morning did us the Honour to desire.

We have the Honour to be,
Gentlemen,
Your most obedient,
and humble Servants,

Fort William,
June 20th, 1777.

(Signed) E. Impey, Robert Chambers, S. C. Lemaistre, John Hyde.

N° 1. Copy of the Postscript of a General Letter from the Court of Directors, dated 30th October 1776.
2. Mr. Macleane's Letter to the Court of Directors, 10th October 1776.
3. Memorial and Petition to His Majesty.
4. Lord Weymouth's Letter to the Court of Directors, 25th October 1776.
5. Commission to Edward Wheler, Esquire, as one of the Council of Fort William in Bengal.
6. His Majesty's Approval of Mr. Wheler as one of the Council in Bengal, 26th October 1776.
7. Letter from Mr. Hastings and Mr. Barwell to General Clavering.

The Governor General sent the following Answer to it:

To the Honourable Sir Elijah Impey, Knight, Chief Justice, and the other Judges of the Supreme Court of Judicature at Fort William.

Honourable Sirs,

I have had the Honour to receive your Letter addressed to Mr. Barwell and myself, to which I shall reply singly, as Mr. Barwell is at this Time in the Country, and it will be too late to communicate it to him, and receive his Opinion to be transmitted to you this Evening, but I shall make him immediately acquainted with its Contents. The Papers mentioned in the List which was enclosed in your Letter, and those which were sent to you by Mr. Barwell and myself this Evening, appear to contain all the Evidence and Authorities which it will be immediately necessary for you to peruse, for the Purpose of forming your Opinion upon the Points which have been referred to you. On an Occasion of so alarming a Nature, the Consequences of which a Delay may be productive, induce me rather to content myself with submitting these Evidences to your Examination, than to wait to furnish you with more compleat Information, and for that Reason I do not now require that a Copy of the Proceedings held by General Clavering and Mr. Francis this Day, in consequence of the Summons issued by General Clavering, be laid before you for Perusal; but I deem it necessary to request your Attention to the enclosed Paper, which was delivered to me by Sir John D'Oyly, the Persian Translator, containing a Narrative of what passed between him and the aforesaid Gentlemen, at the Council House of the General Department, this Morning. He will attend you for the Purpose of attesting the same upon Oath, if it shall be required.

I have the Honour to be, &c.
(Signed) Warren Hastings.

Fort William,
20th June 1777.

Enclosure. About Half past Twelve, as near as I can recollect, an Order was brought to me to attend the Council, signed by the Assistant Secretary. I immediately went; and when I came to the Door of the Council Chamber, sent Word that I was in waiting. Mr. Bruere came out, and told me, that I was sent for to attend my Office; and when I expressed Surprize at this, as it was not a Council Day, he told me the Board were met, and that a general Order had been given, that none should quit their Office. I retired to my Office; where Mr. Bruere presently afterwards came, and said to me, I shall presently bring you a Paper, which you must translate by Order of the Board. I cannot positively recollect whether it was Mr. Bruere who told me the Tenor of the Paper, or whether I got

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got Intimation of it from any one else between the Time I saw him at the Door of the Council Room and that when he came into my Office; but I answered, I cannot translate such a Paper without an Order from the Governor General and Council. He replied—I am Assistant Secretary, and shall give you the Order. I believe I made no Reply. About Half an Hour afterwards he came to me again, attended by Two Gentlemen, with a Paper in his Hand, which he put into mine, and told me, I was ordered by the Council to translate it.—It was a Proclamation of General Clavering as Governor General. I perused it, and then told Mr. Bruere, that I could not translate a Paper of that Importance, without a positive Order in Writing from the Governor General and Council. He desired the Gentlemen who came with him to take Notice of what I said, and went away. Soon after I received an Order, signed by the Secretary, to attend immediately in the Council Room; which I obeyed. The General asked me, If I had refused to translate the Proclamation sent to me by their Order? I made the same Reply as to the Assistant Secretary, That in a Matter of such Moment I might have an Order from the Governor General and Council. The General replied, By the Company's Orders, the Governor General and Council now present; or Words to that Effect. As this did not satisfy me, the General shewed me a Letter, which had been just written to the Commandant of the Fort, requiring his Submission to his Orders, as Governor General; and afterwards the General Letter, and Copy of His Majesty's Approbation to the Appointment of Mr. Wheler, desiring me to take Notice of the Signature (pointing to G. R. in the Margin.) After I had read these Papers, I said, That it appears by these Papers, that the Court of Directors had a Design to appoint you Governor General, but as it does not appear that they have actually done it, I must decline translating the Paper you desire me to translate. I was ordered to withdraw, and afterwards called in again, and the Substance of what I had said was read to me.

(Signed) J. H. D'Oyly.

Ordered, That the Secretary do immediately transmit a Copy of the above Letter and Answer to Mr. Barwell.

Adjourned till To-morrow.

The Board being met by Adjournment, the Governor General lays before the Board the following Letter, received early this Morning from the Chief Justice and the other Judges. 21 June, A. M.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Members of the Council.

Honourable Sir and Sirs,

In consequence of your formal Requisition to assist you with our Advice, concerning the Office of Governor General; of Mr. Hastings's public Declaration at your Revenue Board, where you desired us to assemble, that if we were of Opinion that he had vacated the said Office, he would acquiesce in it, and retire to the Station of a private Man; and General Clavering and Mr. Francis having, in a Letter which we received this Evening about Seven o'Clock, recited such Acts as they had this Day done, and having laid before us the several Papers, intituled as follows:

N° 1. Copy of the Postscript of a General Letter from the Court of Directors, dated the 30th October 1776.
N° 2. Mr. Macleane's Letter to the Court of Directors, dated the 10th October 1776.
N° 3. A Memorial and Petition to His Majesty.
N° 4. Lord Viscount Weymouth's Letter to the Court of Directors, dated 25th October 1776.
N° 5. A Commission to Edward Wheler, Esquire, as one of the Council at Fort William in Bengal.
N° 6. His Majesty's Approval of Mr. Wheler, as one of the Council in Bengal.
N° 7. A Copy of a Letter from Mr. Hastings and Mr. Barwell, to General Clavering.

Upon mature Consideration of the Papers submitted to us, we are unanimously, clearly, and decidedly of Opinion, that the Place and Office of Governor General of this Presidency has not yet been vacated by Mr. Hastings; and that the actual Assumption of the Government by the Member of the Council next in Succession to Mr. Hastings, in consequence of any Deduction which can be made from the Papers communicated to us, would be absolutely illegal; for the following Reasons.

1st. Because the Office of Governor General was conferred on Mr. Hastings by Act of Parliament, and, according to the Tenor of that Act, can only be vacated by Death, Removal, or Resignation. That Mr. Hastings is not dead, is a notorious Fact; no Intention is manifested, or Act done by the Directors, in the least tending to his Removal; and we are firmly of Opinion, that he hath not actually resigned.

2d. Colonel Macleane's Letter, the only Instrument by which Mr. Hastings can by any one be conceived to have relinquished his Office, is in fact no Resignation, but a Notification of the Governor

vernor General's Desire to resign. His Words are, speaking of Mr. Hastings, "he has authorized, "empowered, and directed me to signify to you, *his Desire to resign* his Office of Governor General "of Bengal, and to request your Nomination of a Successor to the Vacancy which *will* be thereby "occasioned in the Supreme Council." He neither asserts himself to be authorized, nor does he take upon him in fact, to make an actual Resignation; he only intimates an Intention of the Governor, which is to take place in future; he does not request a Nomination of a Successor to a Vacancy which he had by his Letter effected, but to that which would in future be occasioned by Mr. Hastings's carrying his Intent into Execution, and actually resigning.

3d. The Directors, by the Postscript to their General Letter, do not treat the act of Mr. Macleane as the Resignation of Mr. Hastings; they recite it only as a Signification of Mr. Hastings's *Desire* to resign; nor do they consider a Vacancy as at that Time existing in the Council. Their Words are, "that they did nominate and appoint Edward Wheler, Esquire, to succeed to the Office in the "Council of Fort William in Bengal, *which would become vacant* (not which is or hath become vacant) "by the Resignation of Mr. Hastings;" which, in another Part of the same Postscript, they say "they "have unanimously resolved to accept;" intending thereby to accept it, when it should be made.

4th. That this, and no other, could be their Intention, is evinced beyond the Possibility of a Doubt, by their Memorial and Petition to the King; in which they intimate to His Majesty, that Mr. Hastings has caused Notice to be given to them, *of his Desire* to resign, not of his Resignation. So far were they from esteeming it an actual Resignation, that in the very next Sentence they expressly call it "*a proposed Resignation*;" their Words are these, "taking the said *proposed Resignation* into "Consideration, they have nominated and appointed Edward Wheler, Esquire, to succeed to the "said Office in the said Council, *which will become vacant by the said Resignation*." The Words which immediately follow, "if such Nomination shall be approved of by Your Majesty," must be referred to the Nomination and Appointment which they say they have made; to the Validity of such Nomination and Appointment the King's Approbation is required by Law, but cannot possibly relate to the intended Resignation, on which it could have no Effect. Without His Majesty's Consent, the Directors could not effectually appoint; but without His Majesty's Consent, Mr. Hastings could resign.

This Construction does not depend upon the Recital alone; the very Prayer of the Petition is, that they may appoint in Succession to an Office, *which is to become vacant in future* by the Resignation of Mr. Hastings; and proves, that we have rightly applied the Words "if such Nomination shall be "approved of by Your Majesty." The Words of the Prayer are these: "Your Petitioners therefore "most humbly pray, that Your Majesty will be pleased to signify such Consent by Your Majesty's "Sign Manual, as by the said Act is required, that the said Edward Wheler, Esquire, may be ap- "pointed to succeed to this Office, *which will become vacant in the said Council by the aforesaid Re-* "*signation of the said Warren Hastings*."

5th. That Mr. Wheler was not appointed to a Vacancy then actually made, was certainly understood by His Majesty's Secretary of State, as well as by the Court of Directors. He likewise calls it a Succession to an Office, which will become vacant; and recognizes Mr. Hastings as *Governor General* at a Time subsequent to the supposed Resignation. His Words are "the King is graciously pleased "to approve of your Nomination of Edward Wheler, Esquire, to succeed to the Office, which *will* "*become vacant* in the Council of the Presidency of Fort William in Bengal, in consequence of the "Resignation of *Warren Hastings, Esquire, Governor General*."

6th. The Commission to Mr. Wheler is not framed with any Idea of his being appointed to an Office then actually vacant. That Instrument likewise recites simply *the Desire*, not the Resignation of Mr. Hastings; that Resignation and its Consequences are plainly considered as future Events. Mr. Wheler's Exercise of his Functions, and Receipt of his Salary, are not to commence from the Date of the Instrument, from the Delivery of Mr. Macleane's Letter to the Directors, from the Notification thereof in Bengal, or from Mr. Wheler's Arrival at Calcutta; but from that future Time when the Office of one of the Council of this Presidency shall become vacant by Mr. Hastings's Resignation. The respective Successions of General Clavering to the Office of Governor General, and of Colonel Monson, Mr. Barwell, and Mr. Francis, to become the Three Senior Members of the Council, are not considered as having actually taken place, but as future Consequences of a future Resignation. In speaking of the Appointment of Mr. Wheler, their Words are these: "Now know "ye, that we, considering it to be expedient that the Office of the said Council *which will become* "*vacant by the aforesaid Resignation of the said Warren Hastings*, Esquire, should be filled up and "supplied as soon as may be, and reposing especial Trust and Confidence in the Fidelity, Prudence, "Justice, and Circumspection, of Edward Wheler, Esquire, have nominated and appointed, and by "these Presents do (pursuant to the Powers vested in us, as Directors of the said United Company, "in and by the said recited Act of Parliament) nominate and appoint the said Edward Wheler to be "one of the Council of the said Presidency of Fort William in Bengal, to take upon him, hold, "and enjoy the said Office, with the Salary thereto belonging, *from and immediately after the said* "*Office of one of the Council of the said Presidency of Bengal, shall become vacant by the said Resignation* "*of the said Warren Hastings*." They recite the Successions necessarily consequent on the Resignation, which they invariably consider as an Act not done, but to be done, in the following Words: "And whereas *upon* such Resignation of the said Warren Hastings as aforesaid, the said John Cla- "vering, according to the Directions of the said recited Act of Parliament, *will succeed* to the "said Office of Governor General, and the said George Monson, Richard Barwell, and Philip "Francis,

" Francis, *will thereupon* become the Three Senior Members of the said Council." It is true, that in His Majesty's Approbation of this Appointment, this Expression is used, " the Place and " Office of one of the Counsellors, &c. *is said to be avoided*:" But this is no Averment of the Fact, which a Comparison of all the Papers before us proves not to have existed. And had such a Fact been erroneously averred, the Misrepresentation thereof to His Majesty would not in Law have vacated the Office: Even Letters Patent under the Great Seal are void, where, by a false Recital of Facts, His Majesty has been deceived in his Grant. His Majesty's Sign Manual could only be meant to give, and could only give, a Sanction to such Appointment of Mr. Wheler as the Directors had actually made; and that appears to us to be only a provisional Nomination to an Office which is to be enjoyed on a future Contingency.

7th. The Consideration of this Instrument under the Sign Manual, naturally leads us to a Remark on the Notion, if any such Notion can have been conceived, that the Office in question is vacant by *Removal*. It most clearly proves, that His Majesty neither consented to, nor had in Contemplation any Idea of a Removal; of this we have not the smallest Doubt; it recites, that the Office *is said to be avoided*. To the Idea of Removal from an Office, it is necessary that the Person to be removed should be in Possession of it; and His Majesty's Consent to the Appointment of Mr. Wheler, contains a contrary, though erroneous Supposition, that Mr. Hastings was not in Possession.

8th. Besides the Papers laid before us by General Clavering and Mr. Francis, you have been pleased to communicate to us the Minutes of your Proceedings at a Revenue Board, assembled this Morning, and also a Copy of a Deed under the Seal of the Company, dated on the 25th of March 1774, whereby they confer on Mr. Hastings the Command of the Fort and Garrison of Fort William, and of all Forces employed in the Town of Calcutta. Of the Revenue Board, it is almost unnecessary to say that the Proceedings of this Morning must be legal, if our Opinion concerning the Governor General's Right of Possession be not erroneous. The Military Commission there would be no Occasion to mention, if it were not for an additional Argument which it affords to shew, that the Court of Directors could not have considered Mr. Hastings as out of Office, and General Clavering as then in Possession of the Government: For since the Presidents of Fort William formerly, and the present Governor General, have constantly and uniformly received some Military Commissions at their Appointments or Successions to their respective Offices; and since the Military Command conferred on General Clavering by the East India Company in the Year 1774, must have been supposed by the Court of Directors to have devolved on Colonel Monson, if they had considered General Clavering as then promoted to the Office of Governor General; it is reasonable to believe, that if no such Commission has been sent to General Clavering, it was omitted only because he was not supposed to be Governor; and no such Commission has been communicated to us by the General.

9th. Another Argument which strikes us most forcibly, is, that the Court of Directors, aided as they are by the best legal Advice, must have known, that if Mr. Hastings had in October last vacated his Office of Governor General, he could have had no legal Voice in the Council here, and that every Act done by the Governor General and Council, from that Time to the present, to which he was a Party, might be illegal, or at least highly questionable: As the Court of Directors must have supposed him acting in Council all that Time, we cannot believe that they would have accepted a Resignation to take place from the Delivery of Mr. Macleane's Letter, which might involve both the Property of many Individuals and their own Affairs in the utmost Confusion.

We have given the Papers and Subject a Consideration which has taken up several Hours, wishing to deliver such an Opinion as, from the Reasoning of it, not from its Authority, might claim Weight sufficient to prevent the fatal Consequences of a divided Government; but we do assure you, that none of the Time hath been taken up by settling a Difference in Opinion; there is not one Point in which, from the first to the last, we have not entirely concurred; we transmit it on strong Hopes, that it may have that Effect, the Consideration of which could only have led us to deliver any Opinion at all; and, most ardently praying to God, that it may avert the Mischiefs which seem to impend over the East India Company and this Country,

We have the Honour to be, Honourable Sir and Sirs,
Your most obedient and very humble Servants,

Fort William,
the 20th Day of June 1777.

E. Impey,
Robt Chambers,
John Hyde,
S. C. Lemaistre.

Received the following Letter from General Clavering and Mr. Francis.

To the Honourable Warren Hastings, Esquire.

Sir,

You are already apprized of our Intentions to address a Letter to the Judges of the Supreme Court of Judicature, on the Subject of the Dispatches received on Thursday last from the Honourable Court of Directors; a Copy of that Letter is in the Hands of the Secretary, who will lay it before you.

We have this Morning received an Answer from the Judges; of the Contents of which, we take for granted, you are duly apprized by themselves.

We have now the Honour to enclose to you a Copy of our Reply to the Judges, that you might have

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have the earlieſt Information of our Intention to acquieſce in their Opinion on the Subject of our Appeal to their Judgment and Authority.

We have the Honour to be,
Sir,
Your moſt obedient humble Servants,
(Signed) J. Clavering,
P. Francis.

Calcutta,
21ſt June 1777.

To the Honourable Sir Elijah Impey, Knight, Chief Juſtice,
Robᵗ Chambers, Eſquire,
Stepⁿ Cæſar Lemaiſtre, Eſquire,
John Hyde, Eſquire,
Judges of the Supreme Court of Judicature.

Honourable Sirs,

We are to acknowledge the Honour of your Letter, dated laſt Night, and to return you our Thanks for the Trouble you have taken in conſidering the Papers which we took the Liberty of tranſmitting to you, and for the explicit Opinion with which you have favoured us thereupon.

Having appealed to your Judgment and Authority, we do not heſitate to acquieſce in your unanimous, clear, and decided Opinion upon the Subject of that Appeal; and we think it incumbent on us to give you the earlieſt Information of our Intentions in this Reſpect, that you may be at once relieved from any Apprehenſion which a Doubt on this Point might ſuggeſt to you.

In order to clear and defend, as far as may be, the ſeveral Steps taken by us Yeſterday, and not with any View of purſuing thoſe Steps, or of controverting the Arguments contained in your Letter, we ſhall take an early Opportunity of ſtating to you the Grounds and Reaſons on which our Opinion was founded, "that the Office of Governor General had, both in Right and Fact, devolved "to General Clavering;" and we truſt, that whether they may be ſufficient or not to impreſs on the Minds of others the ſame Conviction which they have left on ours, they will appear to have ſome Weight, and to deſerve ſome Degree of Conſideration.

We have the Honour to be,
Honourable Sirs,
Your moſt obedient and moſt humble Servants,
(Signed) J. Clavering,
P. Francis.

Fort William,
21ſt June 1777.

Agreed, That the Governor General do acknowledge the Receipt of it, in the following Terms:

Gentlemen,

I have received your Letter, which you did me the Honour to write this Day, with the incloſed Copy of your Letter to the Chief Juſtice and the other Judges.

Reſolved, That the Secretary do write an Order to the Secretary, Mr. Auriol, to ſend us a Copy of the Proceedings held in the Council Room Yeſterday by General Clavering and Mr. Francis, in Conſequence of the Summons iſſued by General Clavering.

Adjourned till the Evening.

21ſt June, P.M. The Board being met agreeably to Adjournment.

Read Mr. Secretary Auriol's Letter, with the Minutes of General Clavering and Mr. Francis.

To Richard Sumner, Eſquire, Secretary to the Board of Revenue.

Sir,

In Compliance with your Requiſition of this Day, I now tranſmit you Copies of the Minutes made Yeſterday in the Council Room by General Clavering and Mr. Francis, in conſequence of the Summons iſſued by the former; and of the Papers therein mentioned.

I am, Sir,
Your moſt obedient Servant,
J. P. Auriol,
Secretary.

Council Chamber,
21ſt June 1777.

Friday 20th June.

At a Council; PRESENT,

Lieutenant General John Clavering, who takes the Oath of Governor General;
Philip Francis, Eſquire.

Read again the General Letter received Yeſterday from the Honourable Court of Directors.

Read the following Letter from General Clavering to the Secretary:

To James P. Auriol, Eſquire, Secretary to the Supreme Council, &c. &c.

Sir,

In conſequence of the Letter from the Honourable Court of Directors, under Date the 30th October

October 1776, received and read Yesterday in Council, by which this Government is informed, that Warren Hastings, Esquire, had resigned the Office of Governor General of Bengal; that the Honourable Court of Directors had accepted such Resignation; and that the Vacancy thereby created had been filled up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court of Directors, and approved of by His Majesty, in the Manner and according to the Forms prescribed by Law; and another Letter, dated the 15th November 1776, from Mr. Peter Michell, Secretary to the Honourable Court of Directors, having also been received and read Yesterday in Council, in which an attested Copy is transmitted of the Instrument under His Majesty's Sign Manual, bearing Date the 26th Day of October 1776, by which His Majesty consents to and approves of the above-mentioned Nomination and Appointment of Edward Wheler, Esquire, to the Place and Office of one of the Counsellors of the Governor General and Council, avoided by my Promotion to the Place and Office of Governor General; I do hereby order and direct you to issue, immediately, a Summons in my Name, as Governor General, to Richard Barwell and Philip Francis, Esquires, to attend a Meeting of the Council at the Council House, at Eleven o'Clock, this Forenoon, for the special Purpose of issuing the necessary Directions for proclaiming the Change in the Government, and for giving such other Orders and Directions as may be necessary thereupon.

I am, Sir, &c. &c.

Friday Morning,
20th June 1777.

(Signed) J. Clavering.

The Secretary informs the Board, that he issued the Summonses above directed, and that they were accordingly delivered to Mr. Barwell and Mr. Francis.

The Governor General having taken the customary Oath, assumes the Chair.

Resolved, That the Sheriff be ordered to attend immediately.

Resolved, That the following Proclamation be made by the Sheriff, attended by his Officers, this Afternoon at Five o'Clock, at the Court House:

PROCLAMATION.

Whereas by an Act of Parliament, passed in the Thirteenth Year of the Reign of His present Majesty, intituled, "An Act for establishing certain Regulations for the better Management of "the Affairs of the East India Company, as well in India as in Europe," it is, among other Things, Enacted, That the Honourable Warren Hastings, Esquire, be constituted Governor General, and Lieutenant General John Clavering, the Honourable George Monson, Richard Barwell, and Philip Francis, Esquires, Counsellors, of the Presidency of Fort William in Bengal, and its Dependencies: And whereas it is further provided by the said Act, that in case of the Avoidance of the Office of Governor General, by Death, Resignation, or Removal, his Place shall, as often as the Case shall happen, be supplied by the Person in the Council who stands next in Rank to such Governor General: And whereas by a Letter from the Honourable the Court of Directors of the Honourable the United East India Company, under Date the 30th October 1776, received and read Yesterday in Council, this Government is informed, that Warren Hastings, Esquire, had resigned the Office of Governor General of Bengal, that the Honourable the Court of Directors had accepted such Resignation, and that the Vacancy thereby created had been filled up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court of Directors, and approved of by His Majesty, in the Manner and according to the Forms prescribed by Law: And whereas another Letter, dated the 15th November 1776, from Peter Michell, Esquire, Secretary to the Honourable the Court of Directors, was also received and read Yesterday in Council, in which an attested Copy is transmitted of the Instrument under His Majesty's Sign Manual, bearing Date the 26th Day of October 1776, by which His Majesty consents to, approves, and confirms the above-mentioned Nomination and Appointment of Edward Wheler, Esquire, to the Place and Office of one of the Counsellors of the Governor General and Council, avoided by the Promotion of John Clavering, Esquire, to the Place and Office of Governor General: And whereas, in consequence of the said Resignation of Warren Hastings, Esquire, and of the said Appointment of Edward Wheler, Esquire, the Government of the Presidency of Fort William in Bengal, with all the Powers and Authorities thereunto belonging, are now by Law vested in the Honourable John Clavering, Esquire, Governor General, and Richard Barwell, Philip Francis, and Edward Wheler, Esquires, (on his Arrival in Bengal) Counsellors, the Honourable Colonel George Monson being deceased: It is hereby proclaimed, that the Powers vested in the said Governor General and Council do commence and take place from the Date of this Proclamation. Dated in Fort William this 20th Day of June 1777.

By Order of the Honourable the Governor General and Council.

Agreed, That the Governor General be requested to order a Guard to attend upon the Sheriff during this Ceremony.

Ordered, That the Proclamation be translated into the Persian and Bengal Languages; that it be pasted up in the usual public Places; and that Copies be circulated to the Foreign Presidencies, the Provincial Councils, Subordinates, and Commandants of each Station of the Army, and that the Judges and Board of Trade be likewise furnished with Copies.

Resolved,

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Resolved, That the Governor General be requested to notify this Change in the Government of this Presidency to all the Country Powers, in the usual Manner. The Commandants of Stations to be informed, that they are to transmit their Returns to the Governor General, till a Successor to the Commander in Chief be appointed from the Court of Directors.

The Governor General lays before the Board the following Letter, which he has just now received.

To Lieutenant General Clavering.

Sir,

The Governor General in Council, legally and regularly assembled, has laid before us a Letter of this Date, received by him at the Board from you, expressing, "that in consequence of the Letter "from the Honourable Court of Directors, under Date the 30th October 1776, received and read "Yesterday in Council, by which this Government is informed, that Warren Hastings, Esquire, "had resigned the Office of Governor General of Bengal; that the Honourable Court of Directors "had accepted such Resignation, and that the Vacancy thereby created in the Council had been "filled up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court "of Directors, and approved of by His Majesty, in the Manner and according to the Forms "prescribed by Law; and another, dated the 15th November 1776, from Mr. Peter Michell, Se-"cretary to the Honourable Court of Directors, having also been received, and read Yesterday in "Council, in which an attested Copy is transmitted of the Instrument under His Majesty's Sign "Manual, bearing Date the 26th Day of October 1776, by which His Majesty consents to and "approves of the above-mentioned Nomination and Appointment of Edward Wheler, Esquire, "to the Place and Office of one of the Counsellors of the Governor General and Council, avoided "by your Promotion to the Place and Office of Governor General; you, in virtue of the "Right and Authority now by Law vested in you, require that he will be pleased to surrender "to you the Keys of Fort William, and of the Company's Treasuries now in his Possession:

"That you will be at the Council House at 12 o'Clock this Day, where you understand it has "been usual for the former Governors of this Presidency to surrender the Keys to their Successors; "but if it should not be agreeable to him to meet you there, that you leave it in his Option, to take "any other suitable Method of complying with this Requisition that he may prefer; provided that "it be done in the Course of the present Day."

In Answer to which, we have thought it incumbent on us to inform you, that we know of no Act or Instrument by which the Place and Offices of Warren Hastings, as Governor General, are vacated, nor by which they have actually devolved on you; and that we are resolved to assert and maintain, by every legal Means, the Authority and Trust which have been reposed in him by the 13th Act of His present Majesty, intituled, "*An Act for establishing certain Regulations for the better "Management of the Affairs of the East India Company, as well in India as in Europe*," and by a *Deed of Government*, under the Hands of the Honourable the Court of Directors, and the Seal of the United East India Company, until the same shall be avoided by his Resignation or Death, or by the express Command of His Majesty, His Heirs and Successors; without which, it is declared, that he shall not be removable.

We have the Honour, &c.
Signed Warren Hastings,
Richard Barwell.

Revenue Department,
20th June 1777.

The Governor acquaints the Board, that having sent a similar Letter to that first entered on this Day's Proceedings to Mr. Sumner, the Secretary to the Board of Revenue, directing him to summon a Meeting of the Council in that Department at One o'Clock this Day, and to require the Roy Royan to give his Attendance as usual, he has received the following Answer from him.

To Lieutenant General John Clavering.

Sir,

Having been honoured with the Receipt of your Commands of this Date at the Board, I am commanded by Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire, to write you in reply, that the Governor General and Mr. Barwell being met in Council, in consequence of the Summons regularly issued for that Purpose by the Governor General, do, being the Majority of the Council, require your Attendance, in virtue of that Authority.

I have the Honour, &c.
Signed Richard Sumner,
Secretary.

Revenue Department,
20th June 1777.

The Assistant Secretary reports to the Board, That having taken the above Proclamation to the Persian Translator's Office to be translated, according to the Orders of the Board, the Persian Translator refused to translate it, without written Orders for that Purpose from the Governor General and Council.

Ordered,

Ordered, That he be immediately required to attend.

The Persian Translator attending, is asked, If he refused to translate the above-mentioned Proclamation? and replies, That he did, as he thought it necessary to be furnished with a formal Order from the Governor General and Council for his Authority. Having been allowed to peruse the Paragraphs of the General Letter from the Court of Directors, and the Copy of the Instrument signed by the King; he says, That he thinks it appears by these Documents, that the Court of Directors did intend to appoint General Clavering Governor General, but that he is not satisfied that such Appointment has yet taken place.

The Secretary lays before the Board the following Letters, which he has received this Instant.

To J. P. Auriol, Esquire, Secretary to the Council General.

Sir,

We direct you not to issue any Summons for the Meeting of Council, but by the Authority of Warren Hastings, Esquire, the Governor General; nor any Orders nor Directions to any Person or Persons whatsoever, without the legal Authority of the said Governor General, or the Majority of the Council so assembled.

We are, &c.

Revenue Department, 20th June 1777.

(Signed) Warren Hastings, Richard Barwell.

To Jaˢ P. Auriol, Esquire,

Sir,

I am ordered by the Governor General and Council to require, that you will send immediately the Dispatches from Europe received Yesterday, and read and recorded in the Proceedings of your Department.

I am, &c.

20th June 1777.

(Signed) Richard Sumner, Secretary.

The Secretary also lays before the Board his Answers to these Letters, which he has prepared according to their Orders and Approbation, as follows:

To the Honourable Warren Hastings, and to Richard Barwell, Esquire.

Gentlemen,

I have this Instant been honoured with your Commands, "not to issue any Summons for the "Meeting of Council, but by the Authority of Warren Hastings, Esquire, the Governor General, "nor any Orders nor Directions to any Person or Persons whatsoever, without the legal Authority "of the said Governor General, or the Majority of the Council so assembled." I beg Leave to acquaint you, that previous to the Receipt of these Commands, I had issued Summonses to Mr. Barwell and Mr. Francis to meet General Clavering in Council, in consequence of Directions which I received from him this Morning, requiring me to issue them in his Name, as Governor General.

I take the Liberty to enclose a Copy of General Clavering's Letter to me on this Occasion, which I hope will be sufficient to justify my Conduct in your Opinion; for although I had seen the General Letters referred to by General Clavering, I could not presume, for my own Part, to form any Judgment on the Facts which he has collected from them; I therefore thought it my Duty to comply with his Desire.

I have the Honour, &c.

20 June 1777.

(Signed) Jaˢ P. Auriol, Secretary.

To Richard Sumner, Esquire, Secretary to the Board of Revenue.

Sir,

I have this Instant received your Application for the Dispatches from Europe received Yesterday; in answer to which I am to acquaint you, that they are in the Possession of General Clavering, to whom I delivered them this Morning, in consequence of his Requisition.

I am, &c.

(Signed) Jaˢ P. Auriol, Secretary.

Mr. Barwell comes into the Council Room. Being questioned whether he meant to take his Place? he declined giving any Answer. It is necessary to record, that he made a Demand, as a Member of the Council, for the Letters and Papers received Yesterday from the Court of Directors; and being told that they could not be spared from the Board, after repeating his Demand in different Questions to the same Import, he withdrew.

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To Ja^s P. Auriol, Esquire.

Sir,

I am directed by the Honourable Warren Hastings, Esquire, Governor General and Council, again to make Application to you for the original Letters and Papers received Yesterday from the Court of Directors, and to acquaint you, that if they are in the Possession of any Member of the Board, you are required to demand them from him, informing him that the Governor General wishes to submit them to the Judges of the Supreme Court, for their Opinion upon them, by which it is his Determination to abide; and the Chief Justice and the Three other Judges are accordingly assembled at the Council House in this Department, for that Purpose.

20th June 1777. (Signed) R^d. Sumner, Sec^ry.

Ordered, That the following Reply be sent to him.

To Richard Sumner, Esquire, Secretary, &c.

Sir,

In Reply to your further Application for the original Letters and Papers received Yesterday from the Court of Directors, I am ordered by General Clavering, as Governor General, and Mr. Francis, to desire that you will be pleased to inform the Judges, that they are now preparing an Address to them, with respect to the Conduct they have pursued since the Receipt of the above Letters, which they conceive have divested Mr. Hastings of the Office of Governor General; and that it is their Intention to send them all the Letters and Papers as soon as this Letter to the Judges can be finished, which will be in a Couple of Hours; they hope, therefore, that the Judges will be pleased to determine among themselves, at what Place and Hour, in the Course of this Evening, they will receive the above Papers, and take them into their serious Consideration, without the Presence of any Member of the late or present Administration.

I am, &c.

20th June 1777. (Signed) Ja^s P. Auriol, Sec^ry.

The Board taking into mature Consideration the above Letter from Mr. Hastings and Mr. Barwell, resolve to make the following Address to His Majesty's Judges of the Supreme Court.

To Sir Elijah Impey, Knight, &c. Puisné Judges of the Supreme Court of Judicature.

Honourable Sirs,

We have the Honour to inform you, that a Packet arrived Yesterday from the Court of Directors, addressed to the Governor General and Council, containing the enclosed Postscript, dated the 30th of October 1776, to their General Letter of 25th of the same Month, with sundry other Papers relative to the Resignation of Mr. Hastings of the Office of Governor General, and to the Nomination and Appointment of Mr. Wheler to the Seat in the Council avoided by the above Resignation of Mr. Hastings, and consequent Promotion of General Clavering to the Place and Office of Governor General.

We have also the Honour to inform you, that a Letter was received Yesterday from the Secretary of the Court of Directors, dated the 15th November last, in which the inclosed attested Copy is transmitted, of an Instrument under His Majesty's Sign Manual, dated the 26th October, by which His Majesty consents to, approves, and confirms the abovementioned Nomination and Appointment of Mr. Wheler. These several Papers were Yesterday read in Council, and as soon as they were read the Council broke up; though, regularly, as we conceive, the Surrender of the Chair, and of the Keys of the Fort, should have been immediately made to General Clavering. Considerations of Respect to Mr. Hastings induced General Clavering to wait a reasonable Time for the formal Surrender of the Government to him; but Mr. Hastings having made no Communication whatsoever to General Clavering before Ten o'Clock this Morning, the General thought it incumbent upon him to send a formal Requisition in Writing to Mr. Hastings, of the Keys of the new Fort and of the Treasuries; in Answer to this Requisition, he has received a Letter, signed by Mr. Hastings and Mr. Barwell, in which they say, "they know of no Act or Instrument by which the Place and Office of Mr. "Hastings, as Governor General, are vacated, nor by which they have actually devolved on General "Clavering; and that they are resolved to assert and maintain, by every legal Means, the Authority and "Trust which have been reposed in Mr. Hastings by the 13th Act of His present Majesty." Before the Receipt of this Letter, General Clavering had ordered the Secretary to the Council to issue a Summons to Mr. Barwell and Mr. Francis, to meet him in Council this Day, for the especial Purpose of issuing the necessary Directions for proclaiming the Change in the Government, and for issuing such other Orders and Directions as might be necessary thereupon.

Mr. Francis complied with the Summons issued in the Name of General Clavering as Governor General;

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General; who, upon the Meeting of the Board at 11 o'Clock this Day, took the Oaths as Governor General. Other Orders, preparatory to the Proclamation, were then directed to be made out; but no Act of Government has yet issued from us as a Board.

In this Situation, the Representation of which we doubt not will fill you with the greatest Surprize and Alarm, we have thought it prudent and necessary to state the foregoing Facts to you: We would not be understood to submit any Doubts to you concerning the lawful Promotion of General Clavering to the Chair, since we ourselves entertain none; but when we consider the fatal Consequences that must unavoidably attend a Claim and actual Assumption of the Government, by the Member of Council next in Succession to Mr. Hastings, and a positive Refusal of Mr. Hastings to surrender the Place and Office of Governor General, which we conceive the Letter, signed by Mr. Barwell and him, does amount to (which Letter we have the Honour to enclose to you) we are content to recede thus far from the strict Rights vested in us, as a Majority of the present Administration, rather than hazard any of those Consequences, in the Hope, that by an Appeal to your Judgment and Authority, it may be possible to prevent them. We beg Leave to enclose to you all the Papers received Yesterday, and request that when you shall have formed your Opinion thereupon, they may be returned to General Clavering.

We have the Honour, &c.

20th June 1777.

(Signed) J. Clavering,
P. Francis.

Resolved, That all the Orders, minuted in this Day's Proceedings, be suspended for the present.

Examined from the original Papers,
Wm Atkinson,
A. L. Gilbert, } Examiners.

(A true Copy)
Ja'. P. Auriol, Secretary.

Ordered, That Application be made to the Secretary, Mr. Auriol, for the Drafts of the Letters to the Foreign Presidencies, the Provincial Councils, Subordinates, and Commanding Officers at the several Stations of the Army, expressed in the Minutes of the Proceedings of General Clavering and Philip Francis, Esquire, to have been written on the Minutes, by the Words, "The following "Letters," but which Letters are not entered in the Copy sent us by Mr. Secretary Auriol.

Read the following Letter from Captain Campbell:

To the Honourable Warren Hastings, Esquire, Governor General, &c. Council.

Honourable Sir and Sirs,

I am honoured with your Commands of this Date, which shall be strictly attended to.

20th June 1777.

I am, &c.
Wm Campbell, Captain,
Commanding at Budge Budge.

Read the following Letter from Lieutenant Colonel Muir:

To the Honourable Warren Hastings, Esquire, Governor General, Commander in Chief of the Garrison of Fort William, &c. &c. Council.

Gentlemen,

Your Letter of the 20th Instant I had the Honour of receiving late last Night, acquainting me that "General Clavering having thought proper to claim the Office of Governor General, and to "require from the Honourable Warren Hastings, Esquire, Governor General, and Commander in "Chief of the Garrison of Fort William, the Surrender of the Keys thereof."

No public Notice being signified to me to authorize General Clavering's Demand, the strictest Attention shall be paid to the Instructions contained in your Letter to me of Yesterday.

Cantonments,
Baruckpore,
June 21st 1777.

I have, &c.
Muir,
Lieutenant Colonel Commanding.

Agreed, That the Board do adjourn till To-morrow Morning.

22d June.

The Board being met agreeably to Adjournment; The Secretary lays before them the following Letter received from Mr. Auriol, Secretary to the General Department.

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To Richard Sumner, Esquire, Secretary to the Board of Revenue.

Sir,
The Letters to the Foreign Presidencies, Provincial Councils, &c. were only minuted to be written, but no Drafts were actually made.

I am, &c.
Your most obedient Servant,
(Signed) Jas P. Auriol.

Fort William,
21st June 1777.

Resolved, That Copies of the Judges Letter of the 20th Instant be sent in Circulation to the Provincial Councils, Collectors, Residents, and Commanding Officers, with the following Letters; and that the latter be directed to publish the same in general Orders.

Circular Letter. Whereas General Clavering has thought proper to assume to himself the Title, Place, and Office of Governor General of this Presidency, and has done Acts appertaining only to the Person lawfully holding that Station; we thought it necessary to submit to the Consideration of the Chief Justice and the other Judges, the Proceedings which were held on this Occasion by the Board legally assembled; and General Clavering and Mr. Francis having transmitted to the Judges the several Papers received from the Honourable the Court of Directors, on which the Office of Governor General had been assumed by General Clavering; we herewith transmit you a Copy of their Opinion, for your Information and Guidance.

To the Commanding Officers, the following Addition: "And we direct you to publish it in "General Orders with this Letter."

Read again the following Papers.

Letter from General Clavering to the Governor General, dated the 20th June 1777.

Warren Hastings, Esquire.

Sir,
Fort William, 20th June 1777.

In consequence of the Letter from the Honourable Court of Directors, under Date the 30th October 1776, received and read Yesterday in Council; by which this Government is informed that Warren Hastings, Esquire, had resigned the Office of Governor General of Bengal; that the Honourable Court of Directors had accepted such Resignation; and that the Vacancy thereby created in the Council had been filled up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court of Directors, and approved of by His Majesty, in the Manner and according to the Forms prescribed by Law; and another Letter, dated 13th November 1776, from Mr. Peter Michell, Secretary to the Honourable Court of Directors, having also been received, and read Yesterday in Council, in which an attested Copy is transmitted of the Instrument, under His Majesty's Sign Manual, bearing Date the 26th Day of October 1776, by which His Majesty consents to and approves of the above-mentioned Nomination and Appointment of Edward Wheler, Esquire, to the Place and Office of one of the Counsellors of the Governor General and Council, avoided by my Promotion to the Place and Office of Governor General: I am, Sir, in virtue of the Right and Authority now by Law vested in me, to require that you will be pleased to surrender to me the Keys of Fort William, and of the Company's Treasuries, now in your Possession.

I shall be at the Council House at Twelve o'Clock this Day, where I understand it has been usual for the former Governors of this Presidency to surrender the Keys to their Successors; but if it should not be agreeable to you to meet me there, I leave it to your Option to take any other suitable Method of complying with this Requisition that you may prefer, provided that it be done in the Course of the present Day.

I have the Honour to be,
Sir,
Your most obedient, and
most humble Servant,
J. Clavering.

Read the Letter from General Clavering to James Peter Auriol, Esquire, Secretary to the Council in the General Department; dated the 20th June 1777.

To J. P. Auriol, Esquire, Secretary to the Supreme Council, &c. &c. &c.

Sir,
In consequence of the Letter from the Honourable the Court of Directors, under Date the 30th October 1776, received and read Yesterday in Council, by which this Government is informed, that Warren Hastings, Esquire, *had resigned* the Office of Governor General of Bengal; that the Honourable

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nourable the Court of Directors had accepted such Resignation; and that the Vacancy thereby *created had been filled up* by the Appointment of Edw^d Wheler, Esquire, nominated and appointed by the Court of Directors, and approved of by His Majesty, in the Manner and according to the Forms prescribed by Law: And another Letter, dated the 15th November 1776, from Mr. P. Michell, Secretary to the Honourable Court of Directors, having also been received, and read Yesterday in Council, in which an attested Copy is transmitted of the Instrument under His Majesty's Sign Manual, bearing Date the 26th October 1776, by which His Majesty consents to and approves of the above-mentioned Nomination and Appointment of Edw^d Wheler, Esquire, to the Place and Office of one of the Counsellors of the Governor General and Council, avoided by my Promotion to the Place and Office of Governor General:

I do hereby order and direct you to issue, immediately, a Summons in my Name as Governor General, to Richard Barwell and Philip Francis, Esquires, to attend a Meeting of the Council at the Council House, at 11 o'Clock this Forenoon, for the special Purpose of issuing the necessary Directions for proclaiming the Change in the Government, and for giving such other Orders and Directions as may be necessary thereupon.

I am, Sir,
Your most obedient Servant,
(Signed) J. Clavering.

Friday Morning,
20th June 1777.

A true Copy.

(Signed) J. P. Auriol,
Secretary.

Read the Letter from General Clavering to Richard Sumner, Esquire, Secretary to the Council in the Revenue Department, dated the 20th June 1777.

To Richard Sumner, Esquire, Secretary to the Board of Revenue.

Sir,

In consequence of the Letter from the Honourable Court of Directors, under Date the 3d of October 1776, received and read Yesterday in Council, by which this Government is informed that Warren Hastings, Esquire, had resigned the Office of Governor General of Bengal; that the Honourable Court of Directors had accepted such Resignation; and that the Vacancy thereby created had been filled up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court of Directors, and approved of by His Majesty, in the Manner and according to the Forms prescribed by Law: And another Letter, dated the 15th November 1776, from Mr. P. Michell, Secretary to the Honourable Court of Directors, having also been received, and read Yesterday in Council, in which an attested Copy is transmitted of the Instrument under His Majesty's Sign Manual, bearing Date the 26th Day of October 1776, by which His Majesty consents to and approves of the above-mentioned Nomination and Appointment of Edward Wheler, Esquire, to the Place and Office of one of the Counsellors of the Governor General and Council, avoided by my Promotion to the Place and Office of Governor General:

I do hereby order and direct you to issue, immediately, a Summons in my Name, as Governor General, to Richard Barwell and Philip Francis, Esquires, to attend a Meeting of the Governor General and Council in their Revenue Department, at the Revenue Board, at One o'Clock in the Afternoon of this Day.

You will also direct the Roy Royan to give his Attendance, as usual.

I am,
Sir,
Your most obedient Servant,
(Signed) J. Clavering.

Council Chamber,
20th June 1777.

Read the Letter from J. P. Auriol, Esquire, Secretary to the Board in the General Department, to Richard Barwell, Esquire; dated the 20th June 1777.

Sir,

I am directed by John Clavering, Esquire, as Governor General of this Presidency, to request that you will meet him in Council at 11 o'Clock this Forenoon, for the special Purpose of issuing the necessary Orders for proclaiming the Change in the Government, and for issuing such other Orders and Directions as may be necessary thereupon.

I am, with Respect, Sir,
Your most obedient humble Servant,
J. P. Auriol, Secretary.

Friday
20th June 1777.

Read the Minutes of the Proceedings of General Clavering and Philip Francis, Esquire, at a Meeting, declared to be a Meeting of the Governor General and Council, held by a Summons issued by General Clavering as Governor General, on the 20th Instant.

At

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At a Council; PRESENT,

Friday, 20th June.

Lieutenant General John Clavering, who takes the Oath of Governor General,
Philip Francis, Esquire.

Read again the General Letter received Yesterday from the Honourable the Court of Directors.
Read the following Letter from General Clavering to the Secretary.

To J. P. Auriol, Esquire, Secretary to the Supreme Council, &c. &c.

Sir,

In consequence of the Letter from the Honourable Court of Directors, under Date the 30th October 1776, received and read Yesterday in Council, by which this Government is informed, that Warren Hastings, Esquire, had resigned the Office of Governor General of Bengal; that the Honourable Court of Directors had accepted such Resignation; and that the Vacancy thereby created, had been filled up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court of Directors, and approved of by His Majesty, in the Manner and according to the Forms prescribed by Law: And another Letter, dated the 15th November 1776, from Mr. Peter Michell, Secretary to the Honourable Court of Directors, having also been received and read Yesterday in Council, in which an attested Copy is transmitted of the Instrument under His Majesty's Sign Manual, bearing Date the 26th Day of October 1776, by which His Majesty consents to and approves of the above-mentioned Nomination and Appointment of Edward Wheler, Esquire, to the Place and Office of one of the Counsellors of the Governor General and Council, avoided by my Promotion to the Place and Office of Governor General:

I do hereby order and direct you to issue immediately a Summons in my Name, as Governor General, to Richard Barwell and Philip Francis Esquires, to attend a Meeting of the Council at the Council House, at 11 o'Clock this Forenoon, for the special Purpose of issuing the necessary Directions for proclaiming the Change in the Government, and for giving such other Orders and Directions as may be necessary thereupon.

Friday Morning,
20th June 1777.

I am, Sir, &c.
(Signed) J. Clavering.

The Secretary informs the Board that he issued the Summonses above directed, and that they were accordingly delivered to Mr. Barwell and Mr. Francis.

The Governor General having taken the customary Oath, assumes the Chair.

Resolved, That the Sheriff be ordered to attend immediately.

Resolved, That the following Proclamation be made by the Sheriff, attended by his Officers, this Afternoon at Five o'Clock, at the Court House.

PROCLAMATION.

Whereas by an Act of Parliament, passed in the 13th Year of the Reign of His present Majesty, intituled, "An Act for establishing certain Regulations for the better Management of the Affairs of "the East India Company, as well in India as in Europe," it is, among other Things, Enacted, That the Honourable Warren Hastings, Esquire, be constituted Governor General, and Lieutenant General John Clavering, the Honourable George Monson, Richard Barwell, and Philip Francis, Esquire, Counsellors of the Presidency of Fort William in Bengal, and its Dependencies: And whereas it is further provided by the said Act, that in case of the Avoidance of the Office of Governor General, by Death, Resignation, or Removal, his Place shall, as often as the Case shall happen, be supplied by the Person of the Council who stands next in Rank to such Governor General: And whereas by a Letter from the Honourable the Court of Directors of the Honourable the United East India Company, under Date the 30th October 1776, received and read Yesterday in Council, this Government is informed, That Warren Hastings, Esquire, had resigned the Office of Governor General of Bengal; that the Honourable the Court of Directors had accepted such Resignation; and that the Vacancy thereby created had been filled up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court of Directors, and approved of by His Majesty, in the Manner and according to the Forms prescribed by Law: And whereas another Letter, dated the 15th November 1776, from Peter Michell, Esquire, Secretary to the Honourable the Court of Directors, was also received and read Yesterday in Council, in which an attested Copy is transmitted of the Instrument under His Majesty's Sign Manual, bearing Date the 26th Day of October 1776, by which His Majesty consents to, approves, and confirms the above-mentioned Nomination and Appointment of Edward Wheler, Esquire, to the Place and Office of one of the Counsellors of the Governor General and Council, avoided by the Promotion of John Clavering, Esquire, to the Place and Office of Governor General: And whereas, in consequence of the said Resignation, of Warren Hastings, Esquire, and of the said Appointment of Edward Wheler, Esquire, the Government of the Presidency of Fort William in Bengal, with all the Powers and Authorities thereunto belonging, are now by Law vested in the Honourable John Clavering, Esquire, Governor General, and Richard Barwell, Philip Francis, and Edward Wheler, Esquires,

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Esquires, (on his Arrival in Bengal) Counsellors, the Honourable Colonel George Monson being deceased: It is hereby proclaimed, that the Powers vested in the said Governor General and Council do commence and take place from the Date of this Proclamation.

Dated in Fort William this 20th Day of June 1777.

By Order of the Honourable the Governor General and Council.

Agreed, That the Governor General be requested to order a Guard to attend upon the Sheriff during this Ceremony.

Ordered, That the Proclamation be translated into the Persian and Bengal Languages; that it be pasted up in the usual public Places; and that Copies be circulated to the Foreign Presidencies, the Provincial Councils, Subordinates, and Commandants of each Station of the Army; and that the Judges and Board of Trade be likewise furnished with Copies.

Resolved, That the Governor General be requested to notify this Change in the Government of this Presidency to all the Country Powers, in the usual Manner.

The Commandants of Stations to be informed, That they are to transmit their Returns to the Governor General, till a Successor to the Commander in Chief be appointed from the Court of Directors.

The Governor General lays before the Board the following Letter, which he has just now received.

To Lieutenant General Clavering.

Sir,

The Governor General, in Council legally and regularly assembled, has laid before us a Letter of this Date, received by him at the Board from you; expressing, that " in consequence of the Letter " from the Honourable Court of Directors, under Date 30th October 1776, received and read Yester- " day in Council, by which this Government is informed, That Warren Hastings, Esquire, had re- " signed the Office of Governor General of Bengal; that the Honourable Court of Directors had " accepted such Resignation; and that the Vacancy thereby created in the Council had been filled up " by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court of Di- " rectors, and approved of by His Majesty, in the Manner and according to the Forms prescribed by " Law: And another, dated the 15th November 1776, from Mr. Peter Michell, Secretary to the " Honourable Court of Directors, having also been received and read Yesterday in Council, in which " an attested Copy is transmitted of the Instrument, under His Majesty's Sign Manual, bearing Date " the 26th Day of October 1776, by which His Majesty consents to and approves of the above- " mentioned Nomination and Appointment of Edward Wheler, Esquire, to the Place and Office of " one of the Counsellors of the Governor General and Council, avoided by your Promotion to the " Place and Office of Governor General; you, *in virtue of the Right and Authority now by Law* " vested in you, require, that he will be pleased to surrender to you the Keys of Fort William, and of " the Company's Treasuries, now in his Possession:

" That you will be at the Council House at 12 o'Clock this Day, where you understand it has " been usual for the former Governors of this Presidency to surrender the Keys to their Successors; " but if it should not be agreeable to him to meet you there, that you leave it in his Option to take " any other suitable Method of complying with this Requisition that he may prefer, provided that it " be done in the Course of the present Day."

In answer to which, we have thought it incumbent on us to inform you, that we know of no Act or Instrument by which the Place and Offices of Warren Hastings, as Governor General, are vacated, nor by which they have actually devolved on you, and that we are resolved to assert and maintain, by every legal Means, the Authority and Trust which have been reposed in him by the 13th Act of His present Majesty, intituled, " An Act for establishing certain Regulations for the better Manage- " ment of the Affairs of the East India Company, as well in India as in Europe," and by a Deed of Government, under the Hands of the Honourable the Court of Directors, and the Seal of the United East India Company, until the same shall be avoided by his Resignation or Death, or by the express Command of His Majesty, His Heirs and Successors, without which it is declared he shall not be removable.

We have the Honour, &c.
(Signed) Warren Hastings,
Richard Barwell.

Revenue Department,
20th June 1777.

The Governor acquaints the Board, that having sent a similar Letter to that first entered on this Day's Proceedings to Mr. Sumner, the Secretary to the Board of Revenue, directing him to summon a Meeting of the Council in that Department, at One o'Clock this Day, and to require the Roy Royan to give his Attendance as usual, he has received the following Answer from him.

To Lieutenant General John Clavering.

Sir,

Having been honoured by the Receipt of your Commands of this Date at the Board, I am commanded by Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire, to write you

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you in Reply, that the Governor General and Mr. Barwell, being met in Council in consequence of the Summons regularly issued for that Purpose by the Governor General, do, being the Majority of the Council, require your Attendance in virtue of that Authority.

I have the Honour, &c.
(Signed) Richard Sumner,
Secretary.

Revenue Department,
20th June 1777.

The Assistant Secretary reports to the Board, That having taken the above Proclamation to the Persian Translator's Office to be translated, according to the Orders of the Board, the Persian Translator refused to translate it, without written Orders for that Purpose from the Governor General and Council.

Ordered, That he be immediately required to attend.

The Persian Translator attending, is asked, If he refused to translate the above-mentioned Proclamation? and replies, That he did, as he thought it necessary to be furnished with a formal Order from the Governor General and Council for his Authority. Having been allowed to peruse the Paragraphs of the General Letter from the Court of Directors, and the Copy of the Instrument signed by the King, he says, that he thinks it appears by these Documents, that the Court of Directors did intend to appoint General Clavering Governor General, but that he is not satisfied that such Appointment has yet taken place.

The Secretary lays before the Board the following Letters, which he has received this Instant:

To J. P. Auriol, Esquire, Secretary to the Council General.

Sir,

We direct you not to issue any Summons for the meeting of Council, but by the Authority of Warren Hastings, Esquire, the Governor General; nor any Orders nor Directions to any Person or Persons whatsoever, without the legal Authority of the said Governor General, or the Majority of the Council so assembled.

We are, &c.
(Signed) Warren Hastings,
Richard Barwell.

Revenue Department,
20th June 1777.

To Ja^s P. Auriol, Esquire,

Sir,

I am ordered by the Governor General and Council, to require that you will send immediately the Dispatches from Europe, received Yesterday and read, and recorded in the Proceedings of your Department.

I am, &c.
(Signed) R^d Sumner,

20th June 1777.

The Secretary also lays before the Board, his Answers to these Letters, which he has prepared according to their Orders and Approbation, as follows:

To the Honourable Warren Hastings, and to Richard Barwell, Esquire.

Gentlemen,

I have this Instant been honoured with your Commands, "not to issue any Summons for the "meeting of Council, but by the Authority of Warren Hastings, Esquire, the Governor General; "nor any Orders nor Directions to any Person or Persons whatsoever, without the legal Authority of "the said Governor General, or the Majority of the Council so assembled." I beg Leave to acquaint you, that previous to the Receipt of these Commands, I had issued Summonses to Mr. Barwell and Mr. Francis, to meet General Clavering in Council, in consequence of Directions which I received from him this Morning, requiring me to issue them in his Name, as Governor General. I take the Liberty to inclose a Copy of General Clavering's Letter to me on this Occasion, which I hope will be sufficient to justify my Conduct in your Opinion; for although I had seen the General Letters referred to by General Clavering, I could not presume, for my own Part, to form any Judgment on the Facts, which he has collected from them; I therefore thought it my Duty to comply with his Desire.

I have the Honour, &c.
(Signed) J. P. Auriol, Secretary.

20th June 1777.

To Rich^d Sumner, Esquire, Secretary to the Board of Revenue.

Sir,

I have this Instant received your Application for the Dispatches from Europe received Yesterday, in

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in Anſwer to which, I am to acquaint you, that they are in the Poſſeſſion of General Clavering, to whom I delivered them this Morning, in conſequence of his Requiſition.

I am, &c.
(Signed) J. P. Auriol, Secretary.

Mr. Barwell comes into the Council Room: Being queſtioned, Whether he meant to take his Place? he declined giving any Anſwer. It is neceſſary to record, that he made a Demand, as a Member of the Council, for the Letters and Papers received Yeſterday from the Court of Directors; and being told that they could not be ſpared from the Board, after repeating his Demand in different Queſtions, to the ſame Import, he withdrew.

To Ja^s P^r Auriol, Eſquire.

Sir,

I am directed by the Honourable Warren Haſtings, Eſquire, Governor General, &c. Council, again to make Application to you for the Original Letters and Papers received Yeſterday from the Court of Directors; and to acquaint you, that if they are in Poſſeſſion of any Member of the Board, you are required to demand them from him, informing him that the Governor General wiſhes to ſubmit them to the Judges of the Supreme Court for their Opinion upon them, by which it is his Determination to abide; and the Chief Juſtice and the Three other Judges are accordingly aſſembled at the Council Houſe, in this Department, for that Purpoſe.

20th June 1777.

(Signed)
Richard Sumner,
Secretary.

Ordered, That the following Reply be ſent him.

To Richard Sumner, Eſquire, Secretary, &c.

Sir,

In Reply to your further Application for the Original Letters and Papers received Yeſterday from the Court of Directors, I am ordered by General Clavering, as Governor General, and Mr. Francis, to deſire that you will be pleaſed to inform the Judges, that they are now preparing an Addreſs to them, with reſpect to the Conduct they have purſued ſince the Receipt of the above Letters, which they conceive have diveſted Mr. Haſtings of the Office of Governor General; and that it is their Intention to ſend them all the Letters and Papers, as ſoon as this Letter to the Judges can be finiſhed, which will be in a Couple of Hours. They hope, therefore, that the Judges will be pleaſed to determine among themſelves, at what Place and Hour, in the Courſe of this Evening, they will receive the above Papers, and take them into their ſerious Conſideration, without the Preſence of any Member of the late or preſent Adminiſtration.

I am, &c.

20th June 1777.

(Signed) Ja^s P. Auriol,
Secretary.

The Board taking into mature Conſideration the above Letter to Mr. Haſtings, and Mr. Barwell, reſolve to make the following Addreſs to His Majeſty's Judges of the Supreme Court.

To Sir Elijah Impey, Knight, &c. Puiſné Judges of the *Supreme Court of Judicature*.

Honourable Sirs,

We have the Honour to inform you, that a Packet arrived Yeſterday from the Court of Directors, addreſſed to the Governor General and Council, containing the incloſed Poſtſcript, dated the 30th October 1776, to their General Letter of the 25th of the ſame Month, with ſundry other Papers relative to the Reſignation of Mr. Haſtings, of the Office of Governor General, and to the Nomination and Appointment of Mr. Wheler to the Seat in the Council avoided by the above Reſignation of Mr. Haſtings, and conſequent Promotion of General Clavering to the Place and Office of Governor General.

We have alſo the Honour to inform you, that a Letter was received Yeſterday from the Secretary of the Court of Directors, dated the 15th November laſt, in which the incloſed atteſted Copy is tranſmitted, of an Inſtrument under His Majeſty's Sign Manual, dated 26th October, by which His Majeſty conſents to, approves, and confirms the above-mentioned Nomination and Appointment of Mr. Wheler. Theſe ſeveral Papers were Yeſterday read in Council, and as ſoon as they were read, the Council broke up; though, regularly, as we conceive, the Surrender of the Chair and of the Keys of the Fort ſhould have been immediately made to General Clavering. Conſiderations of Reſpect to Mr. Haſtings, induced General Clavering to wait a reaſonable Time for the formal Surrender of the Government to him; but Mr. Haſtings having made no Communication whatſoever to General Clavering before 10 o'Clock this Morning, the General thought it incumbent upon him to ſend a formal Requiſition in Writing to Mr. Haſtings of the Keys of the new Fort and of the Treaſuries. In Anſwer to this Requiſition, he has received a Letter, ſigned by Mr. Haſtings and Mr. Barwell, in which they ſay,

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say, they "know of no Act or Instrument by which the Place and Offices of Mr. Hastings as "Governor General are vacated, nor by which they have actually devolved on General Clavering; "and that they are resolved to assert and maintain, by every legal Means, the Authority and Trust "which have been reposed in Mr. Hastings by the 13th Act of His present Majesty." Before the Receipt of this Letter, General Clavering had ordered the Secretary to the Council to issue a Summons to Mr. Barwell and Mr. Francis, to meet him in Council this Day, for the special Purpose of issuing the necessary Directions for proclaiming the Change in the Government, and for issuing such other Orders and Directions as might be necessary thereupon.

Mr. Francis complied with the Summons issued in the Name of General Clavering as Governor General; who, upon the Meeting of the Board at 11 o'Clock this Day, took the Oaths as Governor General. Other Orders preparatory to the Proclamation, were then directed to be made out; but no Act of Government has yet issued from us as a Board.

In this Situation, the Representation of which we doubt not will fill you with the greatest Surprize and Alarm, we have thought it prudent and necessary to state the foregoing Facts to you. We would not be understood to submit any Doubts to you concerning the lawful Promotion of General Clavering to the Chair, since we ourselves entertain none: But when we consider the fatal Consequences that must unavoidably attend a Claim and actual Assumption of the Government by the Member of Council next in Succession to Mr. Hastings, and a positive Refusal of Mr. Hastings to surrender the Place and Office of Governor General, which we conceive the Letter signed by Mr. Barwell and him does amount to, (which Letter we have the Honour to inclose to you) we are content to recede thus far from the strict Rights vested in us, as a Majority of the present Administration, rather than hazard any of those Consequences; in the Hope, that by an Appeal to your Judgment and Authority, it may be possible to prevent them. We beg Leave to inclose to you all the Papers received Yesterday, and request that when you shall have formed your Opinion thereupon, they may be returned to General Clavering.

We have the Honour, &c.

(Signed) J. Clavering,
P. Francis.

20th June 1777.

Resolved, That all the Orders, minuted in this Day's Proceedings, be suspended for the present.

(A true Copy)
J. P. Auriol,
Secretary.

Examined from the original Papers,
Willm Atkinson, A. L. Gilbert, } Examiners.

Resolved, That by the said Acts, Orders, and Declarations of Lieutenant General John Clavering, recited in the foregoing Papers, he has actually usurped and assumed, and taken Possession of, the Place and Office of Governor General of the Presidency of Fort William in Bengal, granted by the Act of Parliament of the 13th of His present Majesty George the Third, intituled, "An Act "for establishing certain Regulations for the better Management of the Affairs of the East India "Company, as well in India as in Europe," to Warren Hastings, Esquire.

Resolved, That Lieutenant General John Clavering has thereby relinquished, resigned, surrendered, and vacated the Office of Senior Counsellor of Fort William in Bengal.

Resolved, That Lieutenant General John Clavering has thereby relinquished, resigned, surrendered, and vacated his Place of Commander in Chief of the Company's Forces in India.

Resolved, That Richard Barwell, Esquire, by virtue of the said Act of Parliament, which provides, that "in case of the Death, Removal, Resignation, or Promotion of any of the said Coun- "cil, the Directors of the United Company are empowered, for and during the Remainder of the "Term of Five Years, to nominate and appoint, by and with the Consent of His Majesty, His "Heirs and Successors, to be signified under His or their Sign Manual, a Person to succeed to the "Office so become vacant in the said Council; and until such Appointment shall be made, all the "Powers and Authorities vested in the Governor General and Council shall rest and continue in, "and be exercised and executed by, the Governor General and Council remaining and surviving;" and by the Death of the Honourable George Monson, Esquire; is promoted to the Office of Senior Counsellor of the Presidency of Fort William in Bengal, in consequence of the said Relinquishment, Resignation, Surrender, and Vacation, of General Clavering.

Resolved, That the Office of Commander in Chief of the Company's Forces in India, by the Relinquishment, Resignation, Surrender, and Vacation, of General Clavering, and by the Death of the Honourable George Monson, Esquire, does no longer exist.

Resolved, That for the Preservation of the Legality of our Proceedings, Lieutenant General John Clavering be not in future summoned or admitted as a Member of the Governor General and Council.

Agreed to adjourn till To-morrow Morning.

23d June. The Board met agreeably to Adjournment.

Read again the Proceedings of the Council, commencing the 20th Instant.

Although

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Although the Board are fully and compleatly warranted in their Resolutions of Yesterday, yet as many other concurrent Circumstances have passed at various Times, and formal Evidence only is wanting to prove many others, which relate to the Usurpation and Assumption of the Place and Office of Governor General by General Clavering, the Board think it necessary to record the following Particulars, omitted in the original Minutes recorded on the 20th Instant.

It has been recorded, that the Letter from General Clavering to the Governor General was brought to him by the General's Persian Translator, Lieutenant Roberts, and delivered at the Council Table. The Governor General and Mr. Barwell having frequently seen the Hand Writing of Lieutenant Roberts, and the Signature of General Clavering, do firmly believe, and are convinced, that the Hand Writing of the Letter is the Hand Writing of Lieutenant Roberts, and that the Signature is the Signature of General Clavering.

The Governor General and Mr. Barwell both perfectly remember that Lieutenant Roberts, when he delivered the Letter, said, that he was ordered by General Clavering to deliver it; and that the Governor General said, an Answer would be sent to it;—that Lieutenant Roberts answered, that he was desired to wait for the Answer, or Words to that Effect;—that the Governor General then desired him to withdraw; and the Letter from the Board, in answer, being written, Lieutenant Roberts was again called in, and the Letter delivered to him by the Hands of the Secretary.

The Governor General desires that Mr. Barwell will relate, whether he is certain, that when he went to the General Council Chamber on the 20th Instant, he saw General Clavering sitting in the Chair, or in the Place usually occupied by the Governor General; and whether General Clavering did or said any Thing as Governor General during the Time that he Mr. Barwell was present.

Mr. Barwell,

When I went into the Council Chamber of the General Department on the 20th Instant, to demand from the Secretary the Papers which I reported to have demanded of him and General Clavering on the 20th Instant, I saw General Clavering sitting in the Place or Chair of the Governor General. The Two Secretaries of the Public Department were likewise in Attendance on General Clavering, and Mr. Francis, as is usual upon any Meeting of the Council; and Mr. Francis was dictating, at the Time I went into the Council Chamber, to Mr. Bruere, the Assistant Secretary. The General further asked me, If I would take my Place in that Council? But as I came into the Council Chamber only to demand particular Papers, or attested Copies of those Papers, I did not think it proper, though the Question was several Times repeated to me by General Clavering, to make any Reply whatsoever to it. There was, at the Time when I went into the Council Chamber, Mr. Farrer in the Council Room, with General Clavering and Mr. Francis sitting as Governor General and Council: There was in the Anti-Chamber, Mr. Wodsworth, the Sheriff, who appeared to be unemployed, and Mr. Auriol, Junior, who was engaged in Business.

Mr. Auriol having been sent for, agreed he be called in.

Governor General.

Quest. (The Summons issued to Mr. Barwell, N° 1, of 20th Instant, being shewn him) Was that Summons issued by you?

Ans. Yes.

Quest. What Directions did you receive from General Clavering? Is the Letter which you sent with your Letter, directed to the Honourable Warren Hastings and Richard Barwell, Esquire, the only Order you received, or did you receive any other?

Ans. That was the only Order I received for that Purpose. I was at the General's House, in Company with him and Mr. Francis, when he delivered it to me. Some other Conversation passed on the Subject; and as I have kept a Memorandum of it, I beg to deliver it in.

The first Intimation I received of General Clavering's Intention to summon the Council, was by a Letter addressed to me, which he was dictating to me when Mr. Francis entered the Room. A Pause then ensued; and as I had become acquainted with the Nature of the General's Requisition, I thought it my Duty to suggest to him, in the most respectful Manner I could, the Doubt that immediately occurred to me; which I accordingly did in the following Words, both to him and Mr. Francis, having taken that Occasion hastily to write them for that Purpose: "As it is my most "earnest Wish, in every Part of my Duty, to act with such Consistency as may give general Satisfaction "to every Member of the Board; and as General Clavering's Succession to the Chair has not yet "been resolved in Council, and proclaimed, nor the Formalities passed of receiving the Keys of the "Treasury, of the Fort, &c. as usual on such Occasions; I take the Liberty to request Instructions with respect to the Title to be given him in the Summons which he has directed to be "issued; and if I am at Liberty to communicate his Letter of Directions to Mr. Hastings, or "to inform him of the Purport of it."

The first Quere was obviated by the General's Letter, afterwards delivered to me in its present Form. Some Questions were put to me on the Nature of the Formalities which I alluded to, and I endeavoured to explain them as well as I could, by relating the Ceremonies observed on Mr. Cartier's Resignation: And in Answer to my last Quere, the General said, that it was unnecessary for me to inform Mr. Hastings, as he was going himself to write a Letter to him on the Subject.

Quest. Can you recollect the precise Time in which you received the Order from General Clavering to summon Richard Barwell and Philip Francis, Esquires, to meet him in Council?

Ans.

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Anſ. Early on Friday Morning I received the following Order from General Clavering, to attend him before Eight o'Clock, with the Diſpatches received the preceding Day from the Court of Directors. I attended him accordingly; and was with him till about Half after Ten o'Clock, at which Time he delivered me the above-mentioned Orders.

Sir,
I am going to Town, and deſire you will meet me there before Eight o'Clock, with the Letters and Encloſures that arrived Yeſterday from the Court of Directors.

I am, Sir, &c.

J. Clavering.

Gardens,
June 20th, 1777.

Mr. Barwell.
Queſt. At what Time did you ſend the Summons to me? becauſe I received the Summons about Half paſt Ten.
Anſ. About that Hour, from General Clavering's Houſe; and I underſtand that it was immediately after delivered to you, Sir, in your Carriage.

Governor General.
Queſt. At what Hour did General Clavering arrive at the Council Chamber on the 20th Inſtant?
Anſ. About Five or Ten Minutes after Eleven o'Clock in the Forenoon.
Queſt. Who accompanied him?
Anſ. Mr. Francis.
Queſt. Was he accompanied by any other Engliſh Gentleman?
Anſ. I believe not.
Queſt. Did any other Engliſh Gentleman attend, either in the Council Room or in any of the Anti-Chambers?
Anſ. Excluſive of the official Aſſiſtants, Lieutenant Roberts came into the Council Chamber, charged with a Letter to General Clavering, and Mr. Farrer attended ſome Time afterwards. Mr. Wodſworth, the Sheriff, was in waiting without; but he arrived after Mr. Farrer.
Queſt. Do you know whether the Letter brought by Lieutenant Roberts was that which was written to him by this Board in anſwer to his Letter to me?
Anſ. It was.
Queſt. At what Time was the Oath adminiſtered to General Clavering, and by whom?
Anſ. At about Half after Eleven in the Forenoon; it was adminiſtered by Mr. Francis.
Queſt. What were the Words of the Oath?
Anſ. It is regiſtered in the Book of Oaths, which, in conſequence of an Order from the Governor General, I have brought with me; and is the ſame as that adminiſtered to Warren Haſtings, Eſquire, Governor General, in October 1774.
Queſt. Is this his Signature? Did you ſee him ſign it?
Anſ. It is his Signature; but I cannot poſitively recollect that I ſaw him ſign it.

The Secretary is directed to enter an atteſted Copy of the Oath in this Place.

You ſwear that you ſhall faithfully and diligently diſcharge the Duty of Governor General of this Preſidency of Fort William,

* So help you God.
Council Chamber, 20th June 1777.
J. Clavering.

* *This, though not entered in the Book, was repeated, agreeable to Form.*

(A true Copy)
J. P. Auriol, Secretary.

Queſt. Did General Clavering take Poſſeſſion of the Chair or Place which I have uſually occupied in the Council Chamber of your Department?
Anſ. He did.
Queſt. At what Time, and with what Form or Manner?
Anſ. Immediately after taking the Oath, without any other Formality.
Queſt. Did you ſend any Summons to Mr. Francis?
Anſ. I delivered one to him at the General's.
Queſt. Did you ſend any to me?
Anſ. No, Sir.
Queſt. Was Mr. Francis at the General's when you arrived at the General's? Or how long after did Mr. Francis come in to the General's?
Anſ. About an Hour, or a little more, after my Arrival.

Queſt.

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Quest. In the attested Copy of the Proceedings which you have sent to this Board, General Clavering is repeatedly stiled the Governor General, or, the Governor; Did he assume this Title, or by whom was it dictated to you, or to the Secretary who wrote the Minutes?

Ans. The Minutes were dictated by General Clavering.

Quest. Did he, in dictating the Minutes, express himself by those Titles of Governor, and Governor General?

Ans. Yes.

Mr. Barwell.

Quest. How far had General Clavering and Mr. Francis proceeded in dictating Minutes to you, when the Letter from the Governor General and myself was delivered to General Clavering?

Ans. That Letter was immediately read and minuted, which Place will appear on the Proceedings.

Quest. Antecedent to the Entry of this Letter, it is Resolved, That the Commandants of Stations be informed, they are to transmit their Returns to the Governor General, till a Successor to the Commander in Chief be appointed from the Court of Directors; Do you recollect what verbal Debate passed between General Clavering and Mr. Francis on this Resolution?

Ans. It was an Order suggested by General Clavering, and assented to by Mr. Francis: No Debate passed upon it.

Quest. Did you see any Order written by General Clavering to the Commanding Officer of the Garrison of Fort William?

Ans. The Draft of a Letter to Colonel Morgan was dictated to Mr. Bruere, the Assistant Secretary, who took it down in Writing while I was otherwise employed. I did not read it.

Quest. Was it read at the Board?

Ans. No, not publicly.

Quest. Was you in the Council Room when Sir John D'Oyly was called in?

Ans. Yes.

Quest. Was this Draft read or shewn to him?

Ans. Not that I know of.

Quest. Can you tell the Reason why this Letter, and the Circular Letters to the Foreign Settlements, Provincial Councils, and the Commandants of Military Stations, were not sent?

Ans. Because it was resolved, that all the Orders minuted on that Day's Proceedings should be suspended.

Mr. Barwell.

Quest. Who dictated the Letter to Colonel Morgan?

Ans. Mr. Francis, I believe.

Quest. Was it dictated in the Name of the Board, or of General Clavering as Governor General?

Ans. I believe there were Two; One from the Board, and One from General Clavering.

Quest. Did Mr. Bruere, the Assistant Secretary, take down any other Minutes of Council, or Papers, that are not in the Secretary's Minute Book?

Ans. I believe not.

Quest. Do you know whether he has a Register of the Minutes of Council dictated to him, independent of your's?

Ans. I cannot tell; but I apprehend he has not.

The following Letter from General Clavering to Warren Hastings, Esquire, being shewn to Mr. Auriol, he is asked if he knows the Hand Writing and Signature?

Sir,

In consequence of the Letter from the Honourable Court of Directors, under Date the 30th October 1776, received and read Yesterday in Council; by which this Government is informed, That Warren Hastings, Esquire, had resigned the Office of Governor General of Bengal; that the Honourable Court of Directors had accepted such Resignation; and that the Vacancy thereby created in the Council had been filled up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court of Directors, and approved of by His Majesty in the Manner and according to the Forms prescribed by Law: And another Letter, dated the 15th November 1776, from Mr. Peter Michel, Secretary to the Honourable Court of Directors, having also been received and read Yesterday in Council, in which an attested Copy is transmitted of the Instrument under His Majesty's Sign Manual, bearing Date the 26th Day of October 1776, by which His Majesty consents to and approves of the above-mentioned Nomination and Appointment of Edward Wheler, Esquire, to the Place and Office of one of the Counsellors of the Governor General and Council, avoided by my Promotion to the Place and Office of Governor General: I am, Sir, in virtue of the Right and Authority now by Law vested in me, to require that you will be pleased to surrender to me the Keys of Fort William, and of the Company's Treasuries, now in your Possession. I shall

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I shall be at the Council House at Twelve o'Clock this Day, where I understand it has been usual for the former Governors of this Presidency to surrender the Keys to their Successors; but if it should not be agreeable to you to meet me there, I leave it to your Option to take any other suitable Method of complying with this Requisition that you may prefer, provided that it be done in the Course of the present Day.

Fort William, 20th June 1777.

I have the Honour to be, &c.

J. Clavering.

To Warren Hastings, Esquire.

Ans. I never saw the Letter before; the Hand Writing I believe to be that of Lieutenant Roberts, the General's Persian Interpreter, and the Signature that of General Clavering.

Quest. Are you well acquainted with the Hand Writing of both?

Ans. Yes, I am.

The Copy of the Proceedings of General Clavering and Mr. Francis, on the 20th Instant, being shewn to Mr. Auriol;

Quest. Do you verify the Copy of the Proceedings of General Clavering and Mr. Francis, on the 20th Instant, transmitted by you to this Board, and bearing your Signature?

Ans. Yes.

Mr. Bruere, the Assistant Secretary to the General Department, is called in; and the Book of Oaths being shewn to Mr. Bruere, he is asked,

Who wrote the Oath of Governor General, subscribed J. Clavering?

Ans. I did.

Quest. Did you see the General subscribe it?

Ans. I did.

Quest. Did you see the Oath administered to him?

Ans. I did.

Quest. By whom was it administered?

Ans. By Mr. Francis.

Quest. At what Hour did General Clavering arrive at the Council Chamber on the 20th Instant?

Ans. I think about 11 o'Clock.

Quest. Who accompanied him?

Ans. I do not perfectly recollect, but I think Mr. Francis.

Quest. Was he accompanied by any other English Gentleman?

Ans. Not that I know of.

Quest. Did any other English Gentleman attend, either in the Council Room, or in any of the Anti-Chambers?

Ans. Some Time after the General arrived, Mr. Farrer came there, also Mr. Wodsworth and Sir John D'Oly; the Two last had been summoned to attend, exclusive of the official Assistants; Lieutenant Roberts also came there.

Quest. On what Occasion did Mr. Roberts attend?

Ans. He brought a Letter to General Clavering.

Quest. From whom?

Ans. I understood from the Governor General and Mr. Barwell.

Quest. At what Time was the Oath of Governor General administered to General Clavering?

Ans. I cannot speak to the Hour exactly, but I believe before 12 o'Clock.

Quest. Did General Clavering take Possession of the Place or Chair which the Governor General has usually occupied in the Council Chamber in your Department?

Ans. He did.

Quest. At what Time, and with what Form or Manner?

Ans. After he took the Oath.

Quest. In the attested Copy of the Proceedings, which have been sent to this Board, General Clavering is repeatedly stiled, the Governor General, or, the Governor; did he assume this Title, or by whom was it dictated to you, or the Secretary who wrote the Minutes?

Ans. Both by himself and Mr. Francis, to the best of my Recollection.

Quest. Did General Clavering, in dictating the Minutes, express himself by those Titles of Governor, and Governor General?

Ans. I think he did.

Quest. How far had General Clavering and Mr. Francis proceeded, in dictating Minutes to you, or the Secretary, when the Letter from the Governor General and Mr. Barwell was delivered to General Clavering?

Ans. Mr. Auriol took all the Minutes himself; I do not remember how far they had been dictated to him when the Letter came.

Quest.

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Queſt. Antecedent to the Entry of this Letter, it is Reſolved, That the Commandants of Stations be informed, they are to tranſmit their Returns to the Governor General, till a Succeſſor to the Commander in Chief be appointed from the Court of Directors; Do you recollect what verbal Debate paſſed between General Clavering and Mr. Francis, on this Reſolution?

Anſ. I do not; I was ſometimes out of the Council Room.

Queſt. Did you ſee any Order iſſued by General Clavering, to the Commanding Officer of the Garriſon of Fort William?

Anſ. A Letter was dictated to me by General Clavering, to Colonel Morgan, Commandant of Fort William.

Queſt. Was it read at the Board?

Anſ. I read it at the Board.

Queſt. What were the Contents of it?

Anſ. To order a Party of Europeans to attend the Sheriff, conſiſting of an Hundred, to be commanded by a Captain, a Lieutenant, and an Enſign, with Colours.

Queſt. Was this Letter ſigned?

Anſ. I think it was.

Queſt. By whom?

Anſ. By General Clavering.

Queſt. Did you ſee any other Letter, or Draft of a Letter, addreſſed to Colonel Morgan?

Anſ. To the beſt of my Recollection I did.

Queſt. What were the Contents of it?

Anſ. I do not know, not having read it.

Queſt. Do you know by whom it was written?

Anſ. By General Clavering.

Queſt. Was this read at the Board?

Anſ. Not in my Hearing.

Queſt. Was you in the Council Room when Sir John D'Oyly was called in?

Anſ. I was.

Queſt. Were either of theſe Letters ſhewn to him.

Anſ. General Clavering gave Sir Jn° D'Oyly ſome Papers to read; I thought that they were the Papers received from Europe.

Queſt. Can you tell why this Letter, and the Circular Letter to the Foreign Settlements, to the Provincial Councils, and Commandants of Military Stations, were not ſent?

Anſ. I believe in conſequence of a Letter having been written to the Judges of the Supreme Court of Judicature.

Queſt. Were there any other Minutes, or Papers, dictated in Council to you, and not entered in the Secretary's Minute Book?

Anſ. None were dictated to me, that I recollect; nor do I know of any being dictated to Mr. Auriol; as I was frequently out of the Council Room, Minutes might have been dictated in Council to others.

General Clavering's Letter of 20th June, directed, Warren Haſtings, Eſquire, ſhewn to Mr. Bruere, he is aſked,

If he knows the Hand Writing and Signature of the Letter?

Anſ. I believe it to be Lieutenant Roberts's Hand Writing, and the Signature that of General Clavering.

Queſt. Are you well acquainted with the Hand Writing of both?

Anſ. I think I am.

General Clavering's Letter, of 20th Inſtant, to the Secretary of this Department, ſhewn to Mr. Bruere.

Queſt. Do you know the Hand Writing and Signature of that Letter?

Anſ. The Letter is written in Mr. John Auriol's Hand, the Date is written by me, and the Signature that of General Clavering.

The complete Copy of the Proceedings held by General Clavering and Mr. Francis, the 20th Inſtant, being ſhewn, as above recorded, to Mr. Bruere, he is aſked,

If he knows that to be a true Copy of the Proceedings?

Anſ. They were given by me to the Examiners of the Office, to be examined, and returned as a complete Copy of the Proceedings; and the Examiners have atteſted them.

Queſt. Do you know whether the Atteſtations by the Secretary, and by the Examiners, are their reſpective Hand Writings?

Anſ. I know they are.

Sir John D'Oyly, Perſian Tranſlator to the General Department, being called before the Board, is ſhewn a Copy of the Narrative delivered by him to the Governor General, (the Original having been ſent by him to the Judges) is deſired to read it, and to declare,

Queſt. Whether the Facts contained in it are, to his Recollection, truly narrated?

Anſ. I beg Leave to deliver in a Copy of the Paper which I preſented to the Governor General, differing only in theſe Words, "Mr. James Roſs was preſent at this Converſation;" alluding to the First

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First Conversation held in the Persian Translator's Office. This Copy is written in my own Hand, and signed.

About Half past Twelve, as near as I can recollect, an Order was brought me to attend the Council, signed by the Assistant Secretary. I immediately went; and when I came to the Door of the Council Chamber, sent Word that I was in waiting. Mr. Bruere came out, and told me, that I was sent for to attend my Office; and when I expressed Surprize at this, as it was not Council Day, he told me the Board were met, and that a general Order had been given, that none should quit their Office. I retired to my Office; where Mr. Bruere presently afterwards came, and said to me, "I shall "presently bring you a Paper, which you must translate by Order of the Board." I cannot positively recollect whether it was Mr. Bruere who told me the Tenor of the Paper, or whether I had got Intimation of it from any one else, between the Time I saw him at the Door of the Council Room, and that when he came into my Office; but I answered, "I cannot translate "such a Paper without an Order from the Governor General and Council." He replied, "I am "Assistant Secretary, and shall give you the Order." I believe I made no Reply. Mr. James Ross was present at this Conversation. About Half an Hour afterwards he came to me again, attended by two Gentlemen, with a Paper in his Hand, which he put into mine, and told me I was ordered by the Council to translate it. It was a Proclamation of General Clavering, as Governor General. I perused it; and then told Mr. Bruere, that I could not translate a Paper of that Importance, without a positive Order in Writing from the Governor General and Council; he desired the Gentlemen who came with him to take Notice of what I said, and went away. Soon after I received an Order, signed by the Secretary, to attend in the Council Room; which I obeyed. The General asked me, If I had refused to translate the Proclamation sent to me by their Order? I made the same Reply as to the Assistant Secretary, That in a Matter of such Moment, I must have an Order from the Governor General and Council; the General replied, "By the Company's Orders the Governor "General and Council are now present;" or Words to that Effect. As this did not satisfy me, the General shewed me a Letter which had been just written to the Commandant of the Fort, requiring his Submission to his Orders as Governor General; and afterwards the General Letter, and Copy of His Majesty's Approbation to the Appointment of Mr. Wheler, desiring me to take Notice of the Signature, pointing to G. R. in the Margin. After I had read these Papers I said, "It appears by these Papers, that the Court of Directors had a Design to appoint you Governor General, but as it does not appear that they have actually done so, I must decline translating the "Paper you desire me to translate." I was ordered to withdraw, and afterwards called in again, and the Substance of what I had said was read to me.

J. H. D'Oyly.

Mr. Bruere being again called in, is desired to read the above Narrative, and to relate what he knows of the Circumstances which are mentioned in it to have passed within his Knowledge.

Mr. Bruere withdraws to write it.

Mr. Bruere returning, delivers the following Answer.

I do not recollect that I told Sir John D'Oyly, that a general Order had passed that "none "should quit their Offices:" I think I said, that the Assistants in the Secretary's Office had received such an Order. I acquainted Sir John D'Oyly, that he was called to translate a Proclamation; when he refused to translate the Proclamation, I informed him that I gave him the Order, as Assistant Secretary. The other Parts of the above Paper, as far as they relate to me, are an exact Account of what passed between Sir John D'Oyly and myself.

W. Bruere.

Mr. Sumner, the Secretary to this Board, is examined.

Quest. Was you present when Lieutenant Roberts brought the Letter (N° 2.) above recorded, from General Clavering to the Governor General?

Ans. I was.

Quest. Relate what you recollect to have passed in Conversation between Lieutenant Roberts and the Governor General, and such other Circumstances as passed relative to this Letter?

Ans. Lieutenant Roberts attended the Board, and presented a Letter to the Governor General under a Cover, directed Warren Hastings, Esquire, which he said he was directed to present to him from the General. The Governor General desired him to go, and he would send an Answer. Lieutenant Roberts then answered, I am directed to wait for an Answer, or I am desired to wait for an Answer. The Governor General then desired him to withdraw, and I shewed him into the Antichamber, where there was a Chair for him to sit down. When the Letter in Answer was ready, I acquainted Lieutenant Roberts, and on his coming into the Council Room presented it to him, which the Governor General desired him to deliver to General Clavering.

Quest. Produce the Letter, and declare if you know the Hand Writing of it?

Ans. This is the Letter entered on the Consultation 20th June, N° 2; the Hand Writing of the Letter I believe to be Lieutenant Roberts's, and the Signature that of General Clavering.

Produce the Letter to you, N° 4, dated 20th June, ordering you to issue a Summons in the Name of J. Clavering, as Governor General, to Richard Barwell and Philip Francis, Esquires, to attend a Meeting of the Governor General and Council in their Revenue Department, at the Revenue Board, at One o'Clock in the Afternoon of the 20th June, and to direct the Roy Royan to give his Attendance as usual.—Which being produced;

Quest.

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Quest. Do you know the Hand Writing and Signature of this Letter?

Anf. I do not know the Hand Writing; I believe the Date to be written by Mr. Bruere, and the Signature by General Clavering.

Mr. Baugh, the Sub-Secretary to this Department, being called in, having been in Attendance at the Board on Friday last, and examined,

Quest. Was you present when Lieutenant Roberts brought a Letter from General Clavering to the Governor General?

Anf. I was.

Quest. Relate what you recollect to have passed in Conversation between Lieutenant Roberts and the Governor General, and such other Circumstances as you recollect, relating to this Letter?

Anf. Upon the Delivery of the Letter to the Governor General, Lieutenant Roberts informed the Board, that it was from General Clavering, who had ordered him to wait upon the Governor General with it, and to deliver it into his Hands. The Governor General received the Letter, and informed Lieutenant Roberts, that he would reply to it in Writing. Lieutenant Roberts said, that he would wait for the Governor General's Answer. The Governor General thereupon desired Lieutenant Roberts to retire into the next Room, which he accordingly did. When the Governor General had prepared the Answer, he delivered it to the Secretary, who gave it to Lieutenant Roberts; and the Governor General at the same Time desired that he would carry it to the General, acquainting him that it was the Reply of the Board to the Letter which had been addressed to him.

Governor General,

I am sorry to be under the Necessity of preferring an Accusation against an Officer of the Council, who has hitherto received the repeated Testimonies, both public and private, of the Approbation of the Board; I mean James Peter Auriol, Esquire, the Secretary to the Governor General and Council in the General Department, whom I now formally charge with Breach of Duty, in obeying an Order from General Clavering to summon Richard Barwell, Esquire, and Philip Francis, Esquire, to a Meeting of the Council, in the Name of General Clavering as Governor General; for sending a Summons, as so directed; for officiating at the Meeting held in consequence by General Clavering and Mr. Francis, on the 20th Instant; for recording their Proceedings as the Proceedings of the Governor General and Council; and for writing a Letter to the Secretary of the Revenue Department, by Order of General Clavering as Governor General, and Mr. Francis.

I move, That this Charge be delivered to Mr. Auriol in Writing, and in the Manner prescribed by the Company's Instructions; and that he be summoned to make his Defence, a reasonable Time being allowed him for that Purpose.

Agreed and ordered, That the Secretary do furnish J. P. Auriol, Esquire, with a Copy of the Charge.

The Secretary lays before the Board General Clavering's Note to him this Morning, applying for the Proceedings, and the Answer written to him.

"General Clavering presents his Compliments to Mr. Sumner, and desires that he will send him the Proceedings of last Friday at the Revenue Department."

"Mr. Richard Sumner returns his Compliments to General Clavering, and has the Honour to acquaint him, that the Governor General having immediate Occasion for the Proceedings of last Friday, it is not in his Power to send them."

Ordered, That the Secretary to this Department do notify to General Clavering, That the Board have declared the Places and Offices lately held by him, of Senior Counsellor of the Presidency at Fort William, and Commander in Chief of the Company's Forces in India, to be vacant; and that he be furnished with a complete Copy of these Proceedings, containing the Grounds of the Board for the aforesaid Declaration.

Ordered likewise, That an Extract of the Proceedings of Yesterday, commencing with the Words "Read again the following Papers," and ending with the Words "of the Governor General and "Council," be issued in General Orders, with the following Letter to all the Provincial Councils and Military Stations.

Circular Letter to Provincial Councils.

We herewith transmit you an Extract of the Proceedings and Resolutions of the Board the 22d Instant, for your Information and Guidance; and we direct you to publish the same in General Orders.

To the Provincial Councils, stopping at "Guidance."

Resolved, That all Military Returns be made to the Governor General and Council in their Military Department, until a Commander in Chief shall be appointed by the Company.

Ordered, That it be made a standing Rule, that the principal Secretaries shall attend the Governor General and the Council when assembled, and shall not officially attend or receive Orders from any Individual Member of the Board, excepting the Governor General.

Ordered

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Ordered further, That when any Individual Member shall have Occasion to call for any of the Proceedings, that one of the Deputy Secretaries, or one of the Clerks, do attend him for that Purpose; but that no Paper be delivered which is wanted in the Office for the immediate Dispatch of Business.

Agreed, This Meeting of the Council be dissolved.

Warren Hastings,
Richd Barwell.

Fort William, the 24th June 1777.

Rev. Dept. Tuesday.

At a Council; PRESENT,

The Honourable Warren Hastings, Governor General, President,
Richard Barwell, and
Philip Francis, } Esquires.

Read the Proceedings of the Council of the 20th Instant, and continued by Adjournment.

Mr. Francis,
I must desire the Secretary will inform me, whether he sent me any Summons to the Meetings of the Board, which have been held these Two last Days, as I have received none.

The Secretary,
I did not, as the Council met in Adjournment.

Governor General,
I must beg Leave to ask the Secretary also, whether he sent the Letter from the Board to Mr. Francis, written on Friday the 20th Instant, requesting his Attendance on them on Matters of Importance.

The Secretary,
I did.

Governor General,
Quest. Mr. Francis will excuse me if I ask, If you have Proofs that he received it, as I think there would be an Indelicacy in my proposing such a Question to him?
Ans. The Servant who carried the Letter told me that he saw it delivered to Mr. Francis.
Quest. Where is the Servant?
Ans. I believe in the House.

Governor General,
If the Board have no Objection, I desire he may be called up and examined.

Mr. Francis,
Having but this Moment perused the Proceedings held on the Four last Days, I am not prepared to deliver so formal and deliberate an Opinion on the important Matter contained in them, as the Subject demands of me. It has never yet fallen to my Lot to agitate a Question of wider Extent in all its Consequences, or more liable to fatal Objections, than that which appears to have been decided in my Absence; yet the Arguments, which immediately suggest themselves to me, and which I propose to follow with a Motion for reversing the Resolution of the 22d Instant, respecting General Clavering, are, in my Judgment, so powerful, that, in whatever Disorder they may appear, they will carry Conviction with them. I am not unwilling to be understood to speak from an instant Impression. That Man, who in this Crisis does not feel the same Impression that I do, must, I think, be insensible not only of every Danger to himself, but of every Duty to the Public. Let me conjure you, Gentlemen, to honour me with your Attention; *my* Interest in this Cause is not greater than your own. Every Thing is at Stake—every Thing has been hazarded, I fear by some Degree of Passion, and a great Degree of Precipitation; much may be retrieved by Prudence and Moderation. I trust it will appear, that I have given a signal Example of both, not only in my immediate and implicit Acquiescence in the Decision of the Judges, but in my present Attendance here. Let me have the Honour and Happiness of assuming the Character of a Mediator, and maintaining it with Effect. You may still revise your Proceedings, you may still reverse or correct them. You have declared General Clavering's Seat in the Council to be vacant; but is it possible you should not know the Tenure by which we all of us hold our Places? that this Council is instituted under a positive Act of the Legislature? and that there are only Four possible Means by which the Place and Office of a Counsellor can be avoided? Is General Clavering dead? Has he resigned his Place? Is he removed by the King? or is he promoted to the Office of Governor General? The contrary is notorious in every Instance. Or is it contended, that a Majority of this Board can remove any of the other Members? In the most heated of all our Debates, you well know the Affirmative was never pretended: Of what Avail then is your Declaration that his Place is vacant? If it be not vacant in the Form and Manner prescribed by the Law, and if the Judges should declare so, are you determined to support your Declarations by the Military Force actually at your Command? Let me again implore

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plore you to consider well where such Resolution may lead you. This is not the Language of Menace, nor intended so; it is the Language which your true Friends, if you have any, should hold to you, in the most perilous State in which it is possible for you to be placed. You have also, I see, declared General Clavering's Office of Commander in Chief of the Company's Forces in India to be vacant; and I see that Orders are preparing, if not already gone, to disperse both these Declarations all over the Country. Without disputing your Power to dismiss the Commander in Chief of your Forces in these Provinces, which I do not at present bring into question; are you possessed of any Power to dismiss the Commander in Chief of the Company's Forces at the other Presidencies? Can you vacate the Commission by which the Company have empowered him to command their Forces at Fort Saint George and Bombay? or the Instructions, by which they give him a Place in the Councils of those Presidencies, whenever he shall be at either of them? And if you had such a Power, would you hazard the Exercise of it, against an Appointment, in which not only the Company, but the Legislature, but the King himself, have placed their Reliance, for the Defence of this important Appendage of the British Empire, against the Attempts of a foreign Enemy? I trust, you have not weighed all these Considerations, because I have still a Hope that, coming now before you, they will strike you with a Force not the less strong for being yet unthought of. Suffer me then to move, That all the Resolutions taken within these Three Days, respecting General Clavering, may be immediately reversed. And, that this salutary Motion may not be impeded by any Idea or Suspicion that General Clavering may do any Act inconsistent with the Acquiescence which both he and I have avowed in the Decision of the Judges, I will undertake to answer for him in this Respect; or that, if he should depart from the true Spirit and Meaning of that Acquiescence, I will not be a Party with him in such Proceedings.

Mr. Barwell,

It must be a Truth, obvious to every one who reflects for a Moment on all possible Contingencies, and combines them with the Situation in which I am placed, on General Clavering possessing himself of the Chair, that no one Consideration but that of the Peace of the Settlement, and the Interest of the Public, could, either on the past Occasions, or on the present Motion, determine me; the Conjuncture was such as to call for an immediate Decision. The Place of Governor General had been usurped, in a most unwarranted and illegal Manner, and threatened a general Dissolution of all Government. I say, in this Conjuncture, no other Part was left for me to act, but to be decisive either in Support of the Government as it stands established by the 13th Act of His present Majesty, or betray my Duty and my Trust by countenancing an Attempt to set aside the positive Act of the Legislature. I wish sincerely from my Heart, that the Friends of General Clavering had acted a moderating Part, and prevented his precipitating himself into Measures, which, at the same Time they declared his Determination to seize on the Rights of another, declare likewise from himself, the Vacation of his own Rights, the Place and Office of Senior Member of the Council, and of Commander in Chief. I am sorry, that not one of the Provisions made by the Act of the 13th of His present Majesty, allows a Member of this Government to retract any public Act, by which his Place is once declared vacant; nor to the Government, a Power to receive such Retraction of a public Act, done by himself, or to restore, or to re-appoint him. This is my deliberate Opinion. The Act of usurping the Governor's Place, and the Act of declaring the Place and Office held by General Clavering vacant, are the Acts of General Clavering himself; all, Acts uncountenanced by my Participation or Concurrence, and the Responsibility of which do not rest upon me. I have done no more than what the Conjuncture made it highly necessary for me to do, to give a clear and decided Opinion on the Evidence of the Facts before me. For myself, I have no Doubt of the Legality of this Opinion. If General Clavering questions it, or if Mr. Francis questions it, it is in their Power to obtain Law Decision on the Question, and inform my Judgment, if I have in any Respect erred. I cannot lightly retract Sentiments, which I have deliberately recorded upon a careful Examination of Facts, though I shall with much Pleasure alter them upon Grounds that may be convincing to my Mind. I am against Mr. Francis's Motion.

Governor General.

Had the Acts, to which I have given my Concurrence, and of which I have been the principal Instrument, been the precipitate Effects of an instant and passionate Impulse, I might be induced, by Arguments so powerfully directed to the Passions, as those which Mr. Francis has urged, to yield as precipitately to their Repeal. They are the Fruits of long and most temperate Deliberations, of inevitable Necessity, of the strictest Sense of Public Duty, and of a Conviction, equal in its Impression upon my Mind to that of absolute Certainty.

Supported by the same Conviction, I am compelled to adhere to the Resolutions which have been taken; nor can they now be retracted, but by the present Authority of the Law, or by future Orders from Home.—I am prevented from proceeding by an unexpected Occasion, having been called out of the Council Chamber by a Message from the Chief Justice; from whom I learn, that the Judges have received a Letter from General Clavering and Mr. Francis, requesting their Opinion upon the Resolutions passed in the late Meetings of the Council; and that he came charged with the Commission from the other Judges, to promote a Reconciliation. I shall therefore wave any further Discussion of the present Argument, and, that the Question itself may be dismissed, I shall simply give my Negative to it, and move, That the Proceedings of this Board may be stayed, until the Judges shall

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shall have returned an Answer to the Reference made to them by General Clavering and Mr. Francis, and until the same shall be laid before the Board.

Agreed to, and ordered.

The Secretary reports to the Board, That the Extract of the Proceedings has been sent to Colonel Morgan, to be published in General Orders.

Resolved, That the following Letter be sent to Colonel Morgan.

To Colonel Morgan, Commandant of the Garrison at Fort William.

Sir,

We desire you will not issue the Extract of the Proceedings of the Board of the 22d Instant, which were transmitted you to be published in General Orders, if they are not issued; and if they are, that you will keep the Orderly Book in your own Possession till further Orders.

Fort William,
24th June 1777.

Warren Hastings,
Richard Barwell,
P. Francis.

Fort William, the 25th June 1777.

Rev. Dept.
Wednesday.

At a Council; PRESENT,

The Honourable Warren Hastings, Governor General, President,
Lieutenant General Clavering,
Richard Barwell, and
Philip Francis, Esquires.

General Clavering and Mr. Francis deliver in the following Copy of a Letter written by them to the Judges.

Honourable Sirs, Fort William, 23d June 1777.

When we had the Honour of submitting the Papers received from the Court of Directors to your Consideration, we were determined to yield implicitly to your Decision, whatever it might be; and we understood that the same Intention was professed by Mr. Hastings and Mr. Barwell. Accordingly, on the Receipt of the Letter with which you favoured us, we informed you, without the Loss of a Moment, of our instant Acquiescence; and at the same Time wrote to Mr. Hastings, to acquaint him with our Resolution. We conceived that the Situation in which your Decision placed us, was the same in which we stood before the Receipt of the Advices from England, and we doubt not, that you yourselves understood, that this was to be the Effect of your Decision. We have now the Honour to send you an exact Copy of a Letter which General Clavering has this Day received from the Secretary to the Board of Revenue; you will perceive by this Letter, that the Board have declared the Places and Offices lately held by General Clavering, of Senior Counsellor of the Presidency of Fort William, and Commander in Chief of the Company's Forces in India, to be vacant; but they have not yet communicated to either of us the Proceedings on which this extraordinary Declaration is founded.

We do not presume to suggest to you any Observations on the Illegality of this Act. You know the Tenure by which we hold our Places under an Act of Parliament, and the Means by which alone they can be lawfully avoided. But there are some Circumstances belonging to the Fact, of which we ought to apprize you, leaving it to you to consider what Weight they may deserve. Mr. Francis, whose Place is not pretended to be vacated, received no Summons to attend the Board, and did not know, till very late in the Day, and then only by Report, that any Board had been assembled. Though entitled, as a Member of the Council, to see the Proceedings, they have not yet been communicated to him as usual by the Secretary, notwithstanding the extraordinary Importance of the Resolutions, which appear to have been taken in his Absence. It is further to be observed, that General Clavering's Commission as Commander in Chief, comprehends all the Company's Forces at the other Presidencies, over which the Governor General and Council of Fort William have no direct Authority. You will judge whether such a Commission can be vacated in all its Parts by any Resolution of the Council.

We are persuaded, that the uncommon Importance of this Case, with all the Consequences that may attend it, will immediately engage your Attention; and that if any Means should occur to you, to remedy the Injustice done to General Clavering, and to prevent the Consequences of that Injustice, as they may most materially affect the public Service at the present critical Conjuncture, you will not be less ready to propose them on the present Occasion, than you were to interpose your Judgment and Authority in the former Instance, at the Request of Mr. Hastings and Mr. Barwell.

We, who have already given you the strongest Proof of our Deference to your Judgment and Authority, need hardly repeat our Assurance to you, that we shall continue to be guided by them.

We have, &c.

(Signed) J. Clavering,
P. Francis.

In

In consequence of this Letter from General Clavering and Mr. Francis, the following Letter was received from the Judges, addressed as follows:

To the Honourable Warren Hastings, Esquire, Governor General, and the Gentlemen of the Council.

Honourable Sir, and Sirs,

Early this Morning we received a Letter from General Clavering and Mr. Francis, informing us of your Resolution of Yesterday, "That the Places and Offices held by General Clavering, of Senior "Counsellor of the Presidency of Fort William, and Commander in Chief of the Company's Forces "in India, were vacant;" and desiring us to point out any Means that might occur to us, to remedy that, which they conceived to be an Injustice done to General Clavering.

We assure ourselves, that the uncommon Importance of this Case, with all its possible Consequences, will sufficiently apologize for our immediate Interference, by our Opinion and Advice; and we venture to hope, that, although we have received no Application from you, yet, as on a late important Occasion General Clavering and Mr. Francis acquiesced implicitly in our Opinion, given at your Desire, we may be honoured with equal Attention on your Part, when at their Request we deliver our Sentiments on an Event, which we consider as Part of the same Transaction.

We cannot be of Opinion (except perhaps in the case of legal Conviction of certain Crimes) that your Honourable Board can, by its own Authority, either remove any Member from the Council, or declare his Seat to be vacant.

The Advice which upon this Occasion we wish to submit to you, is, that you would recede from putting in Execution those Resolutions which can anywise prevent the General from the full and immediate Exercise of his several Offices of Senior Counsellor of this *Presidency*, and Commander in Chief of the Company's Forces; and that all Parties be placed in the same Situation in which they stood before the Receipt of the last Advices from England; reserving and submitting to a Decision in England, the respective Claims that each Party may conceive they have a Right to make, but not acting upon those Claims, until such Decision shall arrive in Bengal.

We have the Honour to be,
Honourable Sir, and Sirs,
Your most obedient humble Servants,

Fort William,
24th June 1777.

E. Impey,
Robt Chambers,
S. C. Lemaistre,
John Hyde.

General Clavering and Mr. Francis deliver in the following Minute, and inform the Board, that on the 23d Instant they communicated a Copy of it to the Judges.

Minute from General Clavering and Mr. Francis.

Fort William, 23d June 1777.

Prepared as we are, to abide by the Consequences of the several Steps taken by us on Friday the 20th Instant, and adhering to the Opinion on which those Steps were founded, notwithstanding our subsequent and immediate Acquiescence in the Judgment of the Chief Justice and Judges of the Supreme Court of Judicature (the Grounds of which we do not take upon us to controvert) we deem it necessary, for our present Justification, as it may be for our future Defence, to deliver and record the Reasons for our Proceeding.

We mean to state briefly the Facts as they appear before us, the positive Law under which we act, and the Conclusion which we draw from a Comparison of both.

On Thursday the 19th Instant a Dispatch was received from the Honourable the Court of Directors, containing a General Letter, dated the 26th October 1776, and a Postscript to it, dated the 30th of the same Month. In the Postscript, which is signed by Eighteen of the Directors, the Honourable the Court of Directors inform us, "that Colonel Macleane had represented to them by Letter, "*that he was authorized, impowered, and directed, to signify to them the Desire of Mr. Hastings to resign* "*his Office of Governor General of Bengal, and to request their Nomination of a Successor to the Vacancy* "*which would thereby be occasioned in the Council*; that as it appeared, from *an Inspection of the Powers* "with which Mr. Macleane was invested from Mr. Hastings, and from collateral Testimony, that "Mr. Macleane was authorized to signify to them Mr. Hastings's Desire to resign his Office, they "had *unanimously resolved to accept such Resignation*; that they had thereupon nominated and appointed Mr. Wheler to succeed to the Office in the Council which *would* become vacant thereby; "and had presented a Memorial and Petition to His Majesty, praying His Majesty's Consent to such "Nomination; that the Secretary of State had signified to them, that the King was graciously "pleased to approve of their Nomination; and that whatever should occur to them as necessary, "*upon this Alteration in the Administration of the Presidency of Bengal*, would be communicated to us "by their next Dispatch." Copies of Mr. Macleane's Letter to the Court of Directors, of their Memorial

Memorial and Petition to the King, and of the Letter they received from the Secretary of State, are annexed to the Postscript.

On the 19th Instant a Letter was also received from the Secretary of the Court of Directors, dated the 15th of November last, enclosing an attested Copy of an Instrument, under the King's Sign Manual, by which His Majesty *consents to, approves, and confirms* the Nomination and Appointment of Mr. Wheler to the Place and Office of Counsellor, said to be avoided *by the Promotion of John Clavering, Esquire, to the Place and Office of Governor General.*

On the 19th Instant a Second Letter was also received from the Secretary of the Court of Directors, dated the 26th November; and a Third, dated the 28th November; by which we are advised of a Ballot of the Proprietors of East India Stock, which had taken place on the 26th, in consequence of certain Proceedings of a General Court, held the 20th of the same Month. By these Proceedings, and by the Terms of the Question on which a Ballot was demanded, it appears, that a Doubt had been started by some of the Proprietors, concerning the Validity of Mr. Hastings's Resignation. The Words of the Question are as follow:

" That Mr. Hastings has signified to the Court of Directors his Wish to resign; and as, in conse-" quence of such Resignation, a Vacancy will be occasioned in the Council at Fort William in Ben-" gal, it was proper to have the Number completed by a new Appointment." This Question was carried in the Affirmative, by 318 Votes against 63.

We did not for ourselves conceive, that the Facts, stated in the several Letters and Papers before us, left Room for any Question concerning the actual Vacancy of the Office of Governor General; nor, of course, of General Clavering's instant Right to succeed to it: But since such a Question has not only been raised, but a Decision in fact upon it, which we presume has encouraged Mr. Hastings to retain Possession of the Office of Governor General, and Mr. Barwell to concur with and support him in it; we beg Leave to declare the Reasons on which *our* Conviction is founded, that the Refusal of Mr. Hastings, to surrender the Place and Office of Governor General to General Clavering, is not warranted by Law.

The Question, as we conceive, is strictly this: " Whether the several Acts done in England, " first, by Mr. Macleane, in consequence of certain Powers vested in him by Mr. Hastings, and " *inspected* and admitted by the Court of Directors themselves; secondly, by the Court of Direc-" tors; and lastly, by His Majesty; do prove and establish the absolute Resignation of Mr. " Hastings to be completed instantly on the Receipt of the Advices from England; or whether " they imply nothing but the Consent of the Court of Directors to an intended Resignation, to be " completed at whatever Time he should think fit to carry his supposed Intentions into Execution?" This Question can only be decided by an Appeal to that Part of the Act of the 13th of His present Majesty, in which the Case of the Avoidance of the Office of Governor General is particularly noticed, and provided for. The Words of the Law are as follow:

" In case of the Avoidance of the Office of such Governor General, by Death, Resignation, or " Removal, his Place shall, during the Remainder of the Term aforesaid, as often as the Case shall " happen, be supplied by the Person of the Council who stands next in Rank to such Governor " General; and in case of the Death, Removal, Resignation, or Promotion of any of the said " Council, the Directors of the said United Company are hereby empowered, for and during the " Remainder of the said Term of Five Years, to nominate and appoint, by and with the Consent of " His Majesty, His Heirs and Successors, to be signified under His or their Sign Manual, a Person " to succeed to the Office so become vacant in the said Council."

In order not to embarrass the Question with superfluous Matter, we admit, that the Office of Governor General is *not* vacated by the Death or Removal of Mr. Hastings, supposing Removal to mean *Dismission*; we confine ourselves to his Resignation; by which we affirm, that such Office is now *positively* vacated. The Law makes no Provision for an intended or conditional Resignation; it does not suppose such a Case, directly or indirectly; it empowers the Court of Directors and His Majesty to perform certain Acts *in consequence of a Resignation*; and these Acts have been performed. If after the Performance of such Acts, the Resignation were still understood to be optional in the Governor General, it would follow, that the Operation of the Acts prescribed to be done by the Court of Directors and by His Majesty, might be suspended indefinitely, or totally defeated; and if such a Case had been in the Contemplation of the Legislature, they would undoubtedly have considered the Situation of the appointed Successor on his Arrival in Bengal, and would have provided for it. They would not have empowered the Court of Directors to appoint a Successor to a Place whenever the Disposal of it might fall into their Hands by the Resignation of the Incumbent; or His Majesty to consent to such an Appointment, by an Instrument under His Sign Manual; if such solemn and important Acts might be rendered vain and nugatory, by the Incumbent's retracting his Resignation, or deferring the Execution of it to any Period, determinable by his own Pleasure. The Case at least would have been supposed and provided for by the Legislature, " *which, we affirm, has* " *not been done.*" And if it had been done, such a Concurrence of similar Cases must also have been supposed, as we believe would rather have been provided for by the Penalties due to the grossest Imposition, than by any direct or constructive Favor to the Persons guilty of it. The Case we allude to is this—It might have happened, that not only the Governor General, but every other Member of the Council, might have empowered their Agents in England to signify to the Court of Directors their Desire to resign their respective Offices; that the Court of Directors should thereupon have appointed another Governor General and Four new Counsellors; that such Appointments should

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should have been confirmed by His Majesty's Sign Manual in the Five several Instances; that the Persons so appointed should, immediately on the Receipt of their Appointments, have embarked for Bengal; that on their Arrival here, the Governor and Council in Possession should declare, that their supposed Resignation was intended, or conditional, but not absolute, and that it depended on their own Discretion at what Time they would surrender their respective Places to their Successors. The same Doctrine which is understood to justify Mr. Hastings's present Conduct, would equally justify the whole Council in the Case supposed. The Absurdity of the Supposition is too glaring to require or admit of Illustration.

If the Meaning of the Law be such as we understand it, it could not, as we presume, be weakened, altered, or qualified, by any Terms made use of by the Court of Directors in their Letters to us, or in the Form of the Instruments drawn up by them, or even in the Form of the Royal Sign Manual; supposing such Terms to imply an Intention to do some Act different from that Act alone which the Law empowers them to do; and if the contrary were maintained, it might follow, that the Terms used in drawing up legal Instruments might totally alter the positive Provision made by the Law, and defeat the Intention of the Legislature; and this might be done at the Pleasure or by the Mistake of the Persons empowered to draw up such Instrument: But we do not admit that a Supposition of any Difference whatsoever, between the true Meaning of the Law and the Intention of the Court of Directors, is warranted by the Terms made use of in all or any of the Papers or Instruments now in question.

First, then, we take it for granted, that Mr. Macleane was empowered to signify to the Court of Directors the Desire of Mr. Hastings to resign his Office, because the Directors (who alone are the competent Judges of that Point, so far as it relates to the present Question) tell us, that *they had inspected his Powers*, and had thereupon *unanimously resolved to accept the Resignation*. It will rest with Mr. Macleane and the Court of Directors, to answer for their Conduct, if either he has acted without Power, or they *have* accepted the Resignation without sufficient Evidence of his possessing such Powers. In the Question to be decided here, Mr. Macleane's Letter is of no Consequence whatsoever. It is true the Court of Directors speak of the *Vacancy* arising from this Resignation in the future Tense, but it is equally true, that they speak of the Resignation in the present Tense; for they no where call it an intended Resignation. Considering the Facts, they could not properly make use of any other Form of Language. They well knew that Mr. Hastings had not quitted Bengal, and they understood that he would continue to hold and act in the Office of Governor General, until he should be informed of their Acceptance of his Resignation; but that Information could not probably reach him in less than Six Months from the Day on which his Resignation was accepted in England. They could not give Mr. Wheler the immediate Right of Possession of a Seat, which they knew was full, and must continue so for Six Months; but they did appoint him to the Seat which they knew would be *actually vacant*, as soon as might be possible for him to take Possession of it, if not some Time sooner. This we conceive to be the true and only Sense in which all the Terms, whether in the Court of Directors Letter to us, or in their Memorial to His Majesty, or in their Commission to Mr. Wheler, which refer to a *future* Vacancy in the Council, must be understood.

If the Words, *a Desire to resign*, formally signified to the Persons empowered by Law to accept such Resignation and to fill up the consequent Vacancy, do not signify a real Resignation, they may be construed into any other Sense; they may then be understood to imply an unlimited Power of continuing in Possession.

It is sufficient for us, however, that the Court of Directors understood the Words as a *real* Resignation, and unanimously accepted it accordingly; unless it should be asserted, that the Court of Directors meant to accept an *Intention* only, which might be changed the next Moment and reduced to nothing. But they not only accept the Resignation, but they perform those Acts which by Law could only be done in consequence of an absolute Resignation. In their Memorial to the King they say, that Warren Hastings *had caused Notice* to be given to them of his Desire to resign his Office, and they nominate and appoint another Person to succeed to the Office which *will* become vacant by the aforesaid Resignation. The same Assertion is repeated, and the same Form of Appointment to an Office *which shall become vacant by the said Resignation* is observed in Mr. Wheler's Commission; and, admitting the Resignation to be absolute in our Sense of it, such a Commission could not possibly be drawn up in any other Form; for if it had, it would have appointed Mr. Wheler to a Place which was full, and then there might have existed a Governor General and Five Counsellors for Bengal at the same Moment of Time. The Place was full, and continued so till Thursday last: On that Day we conceive it became vacant, and is or ought to be open to Mr. Wheler. The Directors therefore speak with Precision when they say the Place *will* become vacant; but if such Vacancy is to depend on Mr. Hastings's present Resolution, he may resolve to continue in Office till the End of the Five Years limited by Parliament, and then the Place which the Directors say *will* become vacant, *never* will become vacant. In the mean Time a Successor to Colonel Monson may arrive in Bengal, and take his Seat at the Board; and Mr. Wheler, though appointed before him, may either be disappointed entirely, or take Rank under a Person whose Appointment is later than his own.

The Shortness of the Time, as the Court of Directors expressly tell us, would not then permit them to write more at large; but they promise to communicate to us by the next Dispatch, whatever should occur to them as necessary *upon the Alteration in the Administration of this Presidency*. We shall not therefore for the present dispute the Force of any Arguments drawn from their not having then

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then been able to prepare and send out the formal Commission to General Clavering as Governor of the Fort, and to Colonel Monson as Commander in Chief, because we expect that the first Dispatch received from the Court of Directors will contain an Answer of Fact to all such Arguments; at the same Time we do not mean to admit, that the Rights vested in General Clavering by Law can be affected by any Delay of the Court of Directors to send out those Commissions, or even by their Resolution not to send them at all.

We have never affirmed that Mr. Hastings did vacate his Office in October last, much less have we contended that any Act done by the Governor General and Council from that Time to the present, to which he was a Party, might be illegal, or in any Degree questionable. This is not the Question; but we doubt not it will be a very serious one to him, whether any Acts done by him as Governor General, from the Time when the Court of Directors Letters were received, are equally free from Exception, and whether this whole Transaction will not be considered by that Power, which alone can take Cognizance of it, as the grossest Insult to the Authority of the Company, of the Court of Directors, and of the Legislature, as well as to the Dignity of the King.

Having done every Thing that depended on us to assert the Right which we conceived had legally devolved on General Clavering, as far as could be effected without violent Measures, the Idea of which could never present itself to *us* without Horror; we shall leave it to Mr. Hastings to continue, as he has declared himself resolved, to assert and maintain the Authority reposed in him, under his Appointment by the Act of Parliament, and to answer for it at his Peril.

(Signed) J. Clavering,
P. Francis.

General Clavering and Mr. Francis also deliver in a Copy of a Letter from them to the Judges, dated 21st Instant.

To the Honourable Sir Elijah Impey, Knight, Chief Justice,
Robert Chambers, Esquire,
S. C. Lemaistre, Esquire,
J. Hyde, Esquire,
Judges of the Supreme Court of Judicature.

Honourable Sirs,

We are to acknowledge the Honour of your Letter dated last Night, and to return you our Thanks for the Trouble you have taken in considering the Papers which we took the Liberty of transmitting to you, and for the explicit Opinion with which you have favoured us thereupon.

Having appealed to your Judgment and Authority, we do not hesitate to acquiesce in your unanimous, clear, and decided Opinion upon the Subject of that Appeal; and we think it incumbent on us to give you the earliest Information of our Intentions in this Respect, that you may be at once relieved from any Apprehension which a Doubt on this Point might suggest to you.

In order to clear and defend, as far as may be, the several Steps taken by us Yesterday, and not with any View of pursuing those Steps, or of controverting the Arguments contained in your Letter, we shall take an early Opportunity of stating to you, the Grounds and Reasons on which our Opinion was founded, that the Office of Governor General had, both in Right and Fact, devolved to General Clavering; and we trust that, whether they may be sufficient or not to impress on the Minds of others the same Conviction which they have left on ours, they will appear to have some Weight, and to deserve some Degree of Consideration.

Fort William,
the 21st June 1777.

We have the Honour to be,
Honourable Sirs,
Your most obedient and
most humble Servants,
(Signed) J. Clavering,
P. Francis.

General Clavering and Mr. Francis also deliver in a Letter from them to the Governor General, of the same Date.

To the Honourable Warren Hastings, Esquire, &c. &c. &c.

Sir,

You are already apprised of our Intentions to address a Letter to the Judges of the Supreme Court of Judicature on the Subject of the Dispatches received on Thursday last from the Honourable Court of Directors; a Copy of that Letter is in the Hands of the Secretary, who will lay it before you.

We have this Morning received an Answer from the Judges, of the Contents of which, we take for granted, you are duly apprised by themselves.

We have now the Honour to enclose to you a Copy of our Reply to the Judges, that you might have the earliest Information of our Intention to acquiesce in their Opinion on the Subject of our Appeal to their Judgment and Authority.

Calcutta,
the 21st June 1777.

We have the Honour to be,
Sir,
Your most obedient humble Servants,
(Signed) J. Clavering,
P. Francis.

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The Governor General and Mr. Barwell desire to record the following Letters; viz.
Their Letters to the Judges.
Their Letters to General Clavering and Mr. Francis; and
The Answer returned to the latter by General Clavering and Mr. Francis.

To the Honourable Sir Elijah Impey, Knight, Chief Justice, and the other Judges of the Supreme Court of Judicature, at Fort William.

Honourable Sirs,

We have had the Honour to receive your Letter of this Date, addressed to the Governor General and Council, which we have instantly forwarded to General Clavering and Mr. Francis.

As Parties united in the Subject which furnished the Occasion to it, we think it proper, in this separate Reply, to give you the speediest Information of its Effect on our Conduct.

As we on a former Reference declared our Resolution to yield implicitly to your Decision, we do now in like Manner most chearfully, and without Hesitation, assure you, that we shall as implicitly conform to your Advice now given us, regarding it as legal Authority, by receding from all those Resolutions which can in anywise prevent the General from the full and immediate Exercise of his several Offices of Senior Counsellor of this Presidency and Commander in Chief of the Company's Forces, by consenting, that all Parties be placed in the same Situation in which they stood before the Receipt of the last Advice from England, reserving and submitting our Claims to a Decision in England, but not acting upon those Claims until such Decision shall arrive in Bengal.

As the Resolutions we had taken during the Separation of General Clavering and Mr. Francis from our Council, were the Result of their Acts, and of the fullest Conviction operating on our Minds, both of their Obligation to us, and of the legal Incompetency of any Powers vested in the Board, or in any individual Members of it, to retract them; and as in adopting those Resolutions, we yielded to the sole Impulse of our Sense of public Duty, in Repugnance to our personal Feelings; we are happy that your Interposition has freed us from so painful a Necessity; and most sincerely wish that it will prove the Means of restoring that Peace and Harmony to the Government, which have been broken by the past Transactions.

This Determination we shall without Delay impart to the other Members of our Council, and shall propose to meet them To-morrow Morning in Council, on the Footing which you have recommended.

We are, with Respect,
Honourable Sirs,
Your most obedient, and
most humble Servants,
(Signed) W. Hastings,
R. Barwell.

Fort William,
the 24th June 1777.

To General Clavering and Philip Francis, Esquires.

Gentlemen,

We have the Honour to send you Copy of a Letter, which we have separately written to the Judges, in answer to theirs addressed to the Governor General and Council.

We repeat to you our Resolution to conform implicitly to their Advice. The Governor General has accordingly directed the Secretary of the Revenue Department, to send the usual Summons for the Assembly of the Board To-morrow Morning, at the Revenue Council House, where we hope to be again honoured with the Presence of General Clavering.

We have the Honour to be, &c.
(Signed) W. Hastings,
R. Barwell.

Fort William,
the 24th June 1777.

To the Honourable Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire.

Gentlemen,

We have the Honour to acknowledge the Receipt of your Letter, dated this Evening, enclosing a Copy of one which you inform us you had separately written to the Judges, and repeating to us your Resolution to conform implicitly to their Advice.

Understanding hereby, that you mean to recede from your Resolution of Yesterday, and that all Parties are to be placed in the State in which they were before the Receipt of the last Advices from England, the Claims of each being reserved, General Clavering, under this Idea, means to do himself the Honour of attending his Duty in Council To-morrow, in compliance with the Summons he has this Evening received from the Governor General.

We have the Honour to be,
Gentlemen,
Your most obedient, and
most humble Servants,
(Signed) J. Clavering,
P. Francis.

Fort William,
the 24th June 1777.

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Governor General,

In conformity to the Opinion and Advice delivered by the Judges, in their Letter of Yesterday's Date, addressed to the Governor General and Council, and to the Declarations in Writing since made by Mr. Barwell and myself, in consequence thereof, to the Judges, and to General Clavering and Mr. Francis, I now move, That the Board do recede from putting in Execution all those Resolutions passed since the 20th Instant, which can anywise prevent the General from the full and immediate Exercise of his several Offices of Senior Counsellor of this Presidency and Commander in Chief of the Company's Forces, and that all Parties be placed in the same Situation in which they stood before the Receipt of the last Advices from England; reserving and submitting to a Decision in England, the respective Claims that each Party may conceive they have a Right to make, but not acting upon those Claims until such Decision shall arrive in Bengal. I also move, That a Copy of the Judges Letter to the Board, of Yesterday's Date, be circulated to the Provincial Councils, and the Commandants of the Military Stations, Residents, &c.

These Motions being unanimously agreed to;

Resolved, That the Board do recede from putting in Execution all those Resolutions passed since the 20th Instant, which can anywise prevent the General from the full and immediate Exercise of his several Offices of Senior Counsellor of this Presidency, and Commander in Chief of the Company's Forces, and that all Parties be placed in the same Situation in which they stood before the Receipt of the last Advices from England; reserving and submitting to a Decision in England, the respective Claims that each Party may conceive they have a Right to make, but not acting upon those Claims till such Decision shall arrive in Bengal.

Agreed, That the following Letter be written to all the Officers commanding at Military Stations.

To the several Commanding Officers.

Sir,

We herewith transmit to you the Copy of a Letter addressed to the Governor General and Council by the Chief Justice and Judges of the Supreme Court of Judicature, and of the Resolutions of the Board passed this Day in consequence thereof, for your Information and Guidance; which we direct you to make public in General Orders; and we hereby revoke all Orders issued since the 19th Instant which have a contrary Tendency to the said Resolutions; and we direct you to obey all such Orders, and act in such a Manner as is directed by the Instructions from the Court of Directors dated 29th March 1774, and already published in General Orders.

We are, &c.

Fort William,
the 25th June 1777.

Agreed, That the following Letter be written to the several Provincial Councils, Collectors, and Residents.

To the Provincial Councils, Collectors, and Residents.

Gentlemen,

We herewith transmit to you the Copy of a Letter addressed to the Governor General and Council by the Chief Justice and Judges of the Supreme Court of Judicature, and of the Resolution of the Board passed this Day in consequence thereof, for your Information and Guidance.

Fort William, We are, &c.
the 25th June 1777.

Read the following Letter from Colonel Morgan.

To the Honourable Warren Hastings, Esquire, Governor General, and Council.

Honourable Sir and Sirs,

I have been honoured with your Letter of this Date, and as Part of the Extracts of the Proceedings of the Board of the 22d Instant is copied into the Orderly Books, I shall, agreeable to your Directions, keep the Books in my Possession till further Orders.

Fort William, I have the Honour to be,
the 24th June, 1777. Honourable Sir and Sirs,
Your very obedient and
most humble Servant,
James Morgan,
Colonel Commandant.

Agreed, That the following Addition be made to the Letter to Colonel Morgan.

In Addition, to Colonel Morgan.

We have received your Letter of 24th Instant; and further direct you to erase from all the Orderly Books

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Books of the Garrison of Fort William and its immediate Dependencies, such Part of the Extracts of the Proceedings of the Board of the 22d Instant as have been copied in them, those Orders being repealed.

Resolved, That a Copy of all the Proceedings from the 20th Instant to this Day inclusive, be immediately transmitted to the Court of Directors, with the following Letter:

To the Honourable the Court of Directors.

Honourable Sirs,

We have duly received your Commands of the 25th October 1776, with the Postscript, dated the 30th October, and the several Papers accompanying that Dispatch, as well as the Letters from your Secretary, bearing Date the 12th and 15th November, and their Enclosures.

For the Transactions which have passed in consequence of the Receipt of these Advices, we beg Leave to transmit to you, without a Comment, a compleat Copy of all our Proceedings from the 20th Instant to this Day inclusive.

We are, &c.

Fort William,
25th June 1777.

Agreed, That this Letter be forwarded, in Duplicate, to the President and Council of Fort St. George, by the Post. One Copy to be dispatched from thence by the Salisbury, if she shall not have sailed before it arrives; and the other by the Hector, or such other Conveyance as may offer.

Agreed, That the following Letter be written to the Commodore, Sir Edward Hughes, and to the President and Council of Fort St. George.

To Commodore Sir Edward Hughes.

Sir,

Having some Dispatches of Importance which we are desirous to transmit to the Honourable the Court of Directors, we request you will detain the Salisbury until their Arrival, as we hope to forward them in a Day or Two.

The same to the President, Council, &c. at Fort St. George, to detain the Hector.

We are, &c.

As the Secretary will require much Time to compleat these Dispatches;

Agreed to close the Proceedings on this Subject here.

Ordered, That the Secretary to the Public Department do prepare a compleat Copy of the Proceedings of General Clavering and Mr. Francis, held on Friday last, with the following Letters as an Appendix to those Proceedings; and that he do send them under Cover with these Dispatches, when signed.

List of Packet from the General Department.

Consultation 20th June, and Appendix to Ditto.

N° 1. Letter from General Clavering to Mr. Hastings, dated 20th June.
2. Letter from the Chief Justice, &c. to General Clavering and Mr. Francis, dated 20th June, received early in the Morning of the 21st.
3. Reply of General Clavering and Mr. Francis to the Chief Justice, &c.
4. Letter from General Clavering and Mr. Francis to Mr. Hastings, enclosing the foregoing Letter to the Judges.
5. Letter from General Clavering and Mr. Francis to the Judges.
6. Minute enclosed in the above, explaining the Grounds of their Conduct for the Acts done by them on the 20th Instant.
7. Letter from General Clavering and Mr. Francis to the Judges.
8. Letter from Mr. Secretary Sumner, declaring his Offices vacant.
9. Letter from the Chief Justice, &c. to General Clavering and Mr. Francis, enclosing N° 10.
10. Letter from the Judges to the Governor General and Council.
11. Letter from Mr. Hastings and Mr. Barwell to General Clavering and Mr. Francis.
12. Letter from Mr. Hastings and Mr. Barwell to the Chief Justice, &c. declaring they will acquiesce to their Opinion enclosed in the foregoing Number.
13. Letter from General Clavering and Mr. Francis to Mr. Hastings and Mr. Barwell.

W. Bruere.
Assistant Secretary.

Fort William,
29th June 1777.

Agreed, That the following Letter do accompany these Dispatches to Fort St. George.

To

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To Commodore Sir Edward Hughes,

Sir,

We have herewith the Honour to transmit you the Dispatches, which we acquainted you in our Letter of the 25th Instant we were desirous to convey to the Honourable the Court of Directors by the *Salisbury*.

We are, &c.

Warren Hastings,
J. Clavering,
Rich^d Barwell,
P. Francis.

The same to the Council at Fort St. George, by the Hector.

Fort William, Revenue Department.

Richard Sumner, Secretary to the Governor General and Council in their Revenue Department, maketh Oath, and saith, That the annexed Papers are true Copies of the Consultations of the Honourable the Governor General and Council, as directed by them to be entered in this Department, from the 20th to the 25th Instant inclusive, except the Conclusions of the Addresses to the Letters, which it is not usual to copy.

the 29th June 1777.
(Signed) R^d Sumner.

Sworn at Fort William in Bengal,
this 29 Day of June 1777.
(Signed) J. Hyde.

(A true Copy)
Rev. Dep^t R^d Sumner,
Secretary.

Declaration of Rane Dyal, Hircarrah.

At 11 o'Clock of the Day on Thursday the 19th of June, Assury Jematdar gave me Three Notes of Summons for the Committee (the Council of Revenue) with Orders to deliver them to the different Gentlemen of the Council. I accordingly went to the Council House, where the Gentlemen then were, and having given them to Mahomed Zemmau, Mr. Barwell's Jemmadar, he carried them into the Council House to deliver to the different Gentlemen; and I then went away, giving an Account of what I had done, to the Jemmadar.

Sworn at Fort William, in Bengal, by Ramdyal, Hircarrah, this 29th Day of June 1777,
Before me,
(Signed) J. Hyde.

Declaration of Bricht Sing, Hircarrah.

On Friday the 20th of June, Assury Jematdar gave me a Note, which he received from Mr. Sumner, in order to deliver to Mr. Francis. I carried this Note to the Council House, and delivered it to Biggenant Sing, Mr. Francis's Jemmadar, telling him that it was from Mr. Sumner, and desiring he would present it to his Master. The Jemmadar took the Note, and carried it into the Council House. Upon his Return I asked him for an Answer to it; he told me to wait a little while; and shortly afterwards went into the Council House again, and returning, said, "Give "Mr. Francis's Selam to your Master." I then came away, and told Assury Jematdar this Answer which I had received.

Sworn at Fort William in Bengal, by Bricht Sing, Hircarrah, this 29th Day of June 1777,
Before me
J. Hyde.

William Chalmers, Esquire, Persian Translator to the Khalsa, maketh Oath, and saith, That the annexed Translations are true and exact Translations of the Affidavits severally made by Ramdial, Hircarrah, and Bricht Sing, Hircarrah, before Mr. Justice Hyde, this 29th June 1777, at Fort William.

(Signed) W. Chalmers.

Sworn at Fort William in Bengal, this 29th Day of June 1777, Before me
(Signed) J. Hyde.

This Paper is annexed to these Proceedings by the Consent of the several Members of the Board.

(Signed) R^d Sumner,
Secretary.

EXTRACT

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EXTRACT of Fort William Revenue Consultations, 1st July 1777.

Read the following Letter from Colonel Morgan:

To the Honourable Warren Hastings, Esquire, Governor General, and Council.

Honourable Sir and Sirs,

I have been honoured with your Letter of this Date, enclosing the Judges Letter to your honourable Board, and your Resolves; and I have, agreeable to your Directions, given Orders for the immediate Publication thereof.

I am, with Respect, &c.

Fort William, June 25th 1777.

(Signed) Jas Morgan, Colonel Commandant.

Read the following Letter from Lieutenant Colonel Tottingham:

To the Honourable Warren Hastings, Esquire, Governor General, &c. and Members of the Supreme Council.

Gentlemen,

I have the Honour to receive your Letter of the 22d Instant, accompanying a Copy of the Opinion of the Judges, which I have caused to be published in General Orders.

Berhampore, 25th June 1777.

I am, &c.

(Signed) J. Tottingham.

Read the following Letter from Lieutenant Colonel Muir:

To the Honourable Warren Hastings, Esquire, Governor General, &c. and Council.

Gentlemen,

Your Letter of the 25th Instant I had the Honour of receiving, with the Copies of a Letter, addressed to the Governor General and Council by the Chief Justice and Judges of the Supreme Court of Judicature, and the Resolutions of the Board in consequence thereof.

Agreeable to your Directions, the above-mentioned Letter, and the Resolutions of the Board, shall be published in General Orders at this Station; and the strictest Attention paid to the Instructions from the Court of Directors, dated the 29th March 1774.

I have the Honour to be, with the greatest Respect, &c.

(Signed) G. Muir, Lt. Col. 2d Bde. Commg.

Barrickpore, June 27th 1777.

Read the following Letter from Captain Campbell:

To the Honourable Warren Hastings, Esquire, Governor General and Council.

Honourable Sir and Sirs,

I am honoured with the Receipt of your Letter of Yesterday, enclosing a Copy of a Letter addressed to the Governor General and Council by the Chief Justice and Judges of the Supreme Court of Judicature, together with the Resolution of the Honourable the Board, passed in consequence thereof, which shall strictly be obeyed and carried into Execution.

I am, &c.

Wm Campbell, Capt Commandant.

B. Budge, June 26, 1777.

EXTRACT of Fort William Revenue Consultations, 1st July 1777.

Read the following Letter from Mr. Auriol to the Secretary:

To Richard Sumner, Esquire, Secretary to the Board of Revenue.

Sir,

I now enclose my Defence to the Charges produced against me; which I request the Favour of you to deliver at the First Meeting of the Governor General and Council in your Department.

As the Charges will appear against me in the Proceedings which are now under Dispatch for Europe, and as the Order for me to make my Defence will also appear many Days before the Date of

of their Dispatch, I hope that the Board will be pleased to allow a Copy of my Defence to be sent a Number in the Packet.

I am, &c.

(Signed) J. P. Auriol.

Fort William,
27th June 1777.

The Board having agreed to Mr. Auriol's Request, the Secretary informs them, that his Defence was sent a Number in the Packet.

Read the Defence as follows:

To the Honourable Warren Hastings, Esquire, Governor General, and to the other Members of the Board of Revenue.

Honourable Sir, and Sirs,

I have been honoured with a Letter from your Secretary, apprising me of certain Accusations preferred against me, to which I am required to make my Defence.

Conscious as I am, that while I have had the Honour to act in a public Capacity, I have invariably made it my Study to pay the most strict and unprejudiced Obedience to the Authority of Government; that I have endeavoured, in all Matters of a public Nature, to divest myself of private Opinion, and to confine my Attention solely to the Duties of my Office; I cannot but be impressed with the deepest Concern to see Charges of Misconduct thus publicly exhibited against me. It is with the greatest Alacrity however that I sit down to write my Defence, as well from a Regard to my own Character, as in Hopes to remove any Reproach upon it from the Minds of Persons whose Approbations I have ever wished.

If in the Instance which gave Occasion for the Charges against me, I have mistaken the Line of Conduct which I ought to have pursued, and exceeded the Bounds of my Duty, I hope that I shall be acquitted of any intentional Impropriety, when the following Circumstances are considered.

In the Course of my Evidence delivered Yesterday in Council, I had the Honour to present you with a Relation of the Circumstances which preceded the Issue of the Summons, on which you have thought proper to found the Accusations against me. I hope it will be unnecessary therefore to repeat them in this Place; and as every other Action specified in the Charges was necessarily the consequence of the first, I shall account for them all at the same Time, by stating the Motives in general which actuated my Conduct.

The Dispatches from the Honourable the Court of Directors, intimating the Desire of the Honourable Warren Hastings, Esquire, to resign his Place and Office of Governor General; their Acceptance of such Resignation, and the consequent Appointment of Edward Wheler, Esquire, to the Seat in Council, said to be avoided by the Promotion of General Clavering; seemed, in the Opinion of General Clavering, to be sufficient Authority to justify him in immediately assuming the Title of Governor General; and this Opinion being supported by the concurrent Sentiments of Mr. Francis, I conceived that it would have amounted to the Height of Presumption in me to have questioned or opposed the deliberate Conclusions formed by such Authorities, merely on the Weight of my own personal Opinion, had it been contrary to theirs. The Right of General Clavering's Claim was found to the last a Matter of so much Uncertainty, as to cause an unanimous Reference to the Decision of the Judges of the Supreme Court of Judicature, and an attentive and mature Investigation of it on their Part; I presume therefore, that an instant Judgment could neither be expected from me, nor was it my Province to make it. I considered myself merely as the Instrument used to signify to Mr. Barwell and Mr. Francis the General's Desire to meet them in Council, for the Purposes described, without taking upon myself the least Degree of Responsibility, either for the Title he had assumed, or the Summons which he had caused to be issued. I spoke in his Name and by his Order; the Summons was not issued as an Act of Government, it was not in the Name of the Board, nor could it produce any further Effect, than the Members of the Board constituting the Government should be pleased to allow it.

I beg Leave however to remark, that some Doubts did occur to me before I wrote the Summons, which I thought might have escaped the Observation of the General by Mr. Francis. These I took the Liberty to mention to them in the Reasons which I assigned for asking what Title should be given to General Clavering in them, viz. "That his Succession to the Chair had not been resolved "in Council and proclaimed, and that the Formalities, usual on such Occasions, of receiving the "Keys of the Treasury, Fort, &c. had not passed." This, I apprehended, was all that in Decency it became me to say on the Occasion; perhaps if more Time had been allowed me for Reflection on the Consequences of the Measures proposed, I might have endeavoured to avert them by a proper Remonstrance; but situated as I then was, I could not be conscious of any Impropriety in what I did. I was directed to write and issue a Summons immediately, and conceiving myself, as I have said before, nothing more than an Instrument to convey the Words of another, I complied; one Summons I delivered to Mr. Francis, who was present; the other I sent to Mr. Barwell.

The Members of Council having been thus summoned or invited to the Council House, it was incumbent on me, I thought, to attend them there.

General Clavering had mentioned an Application sent from him to Mr. Hastings, for the Keys of the Treasury, and the other Ensigns of his Office; but no Answer was received to it, till after the General had taken the Oath of Governor General, assumed the Chair, and dictated a Proclamation, with

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with other Minutes, which I had accordingly taken in Writing; nor was I apprized that Mr. Barwell did not intend to comply with the General's Summons, till the Receipt of Commands, signed by the Governor General and Mr. Barwell, which I had the Honour immediately to acknowledge, and which I have since duly attended to.

The Letter that I am accused, in the 5th Article, of having written to Mr. Sumner, was in Reply to one from him, containing a Requisition for the Dispatches from Europe, then in the Possession of General Clavering. It was expresly written in the Name of General Clavering and Mr. Francis, dictated by them, and, consequently, specifying the Title assumed by the former. In this, as in other Cases before mentioned, I conceive that no Responsibility fell on me, since the Principals were avowed in the Letter: Besides, it contained nothing more than an Intimation of what they themselves were employed in writing, that is, an Address to the Judges. I have ever considered myself obliged to obey the Orders of any Member of the Administration individually: On the present Occasion I had the joint Authority of Two Members; and the Letters of Information issued by me (for there were no Orders) were expresly written in their Names, and avowed by them as their own Acts.

I have the Honour to be,
With the utmost Respect,
Honourable Sir and Sirs,
Your most obedient,
and most humble Servant,
(Signed) J. P. Auriol.

Fort William,
the June 24th 1777.

A true Copy.
Rd Sumner,
Secretary.

Governor General,
I desire the Opinion of the Board may be taken, whether the Charges preferred against Mr. Auriol are proved.

Mr. Francis,
It appears to me, that the putting this Question, at this Time, is repugnant to the true Spirit and Meaning of an unanimous Resolution of the Board; by which it was agreed, That every Thing should be replaced on the Footing on which it stood before Thursday the 19th of last Month; and must leave to those Members of the Board who think there was Ground for such Charges, to determine, whether Mr. Auriol's Answer to them be satisfactory or not.

Governor General,
I beg Leave to interrupt the Proceedings (and I am thankful to Mr. Francis for having furnished me with the Grounds for it) that my Question may be withdrawn: My only Reason for putting it, was the Necessity which Mr. Auriol's Defence seemed to impose upon me of proceeding through this Enquiry to the regular Issue of it. Nothing adverse to Mr. Auriol was intended by me; and I gladly take this Occasion to do Justice to his Merit, by declaring, that I shall at all Times be pleased to afford my Testimony of it, and to join in bestowing on it the Recompence which it deserves.

Mr. Barwell,
I agree.

General Clavering,
I agree.

Resolved, That the Motion be withdrawn.

PROCEEDINGS of General Clavering and Mr. Francis. Consultation, the 20th June 1777. Pub. Dept Friday.

At a Council; PRESENT,

Lieutenant General John Clavering, who takes the Oath of Governor General.
Philip Francis, Esquire.

Read again the General Letter received Yesterday from the Honourable the Court of Directors.
Read the following Letter from General Clavering to the Secretary.

To James Peter Auriol, Esquire, Secretary to the Supreme Council, &c. &c.

Sir,
In consequence of the Letter from the Honourable Court of Directors, under Date the 30th October 1776, received and read Yesterday in Council; by which this Government is informed, That Warren Hastings, Esquire, had resigned the Office of Governor General of Bengal; that the Honourable Court of Directors had accepted such Resignation; and that the Vacancy thereby created had been filled up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the

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the Court of Directors, and approved of by His Majesty, in the Manner and according to the Forms prescribed by Law: And another Letter, dated the 15th November 1776, from Mr. Peter Michell, Secretary to the Honourable Court of Directors, having also been received, and read Yesterday in Council, in which an attested Copy is transmitted of the Instrument under His Majesty's Sign Manual, bearing Date the 26th Day of October 1776, by which His Majesty consents to and approves of the above-mentioned Nomination and Appointment of Edward Wheler, Esquire, to the Place and Office of one of the Counsellors of the Governor General and Council, avoided by my Promotion to the Place and Office of Governor General:

I do hereby order and direct you to issue, immediately, a Summons in my Name, as Governor General, to Richard Barwell and Philip Francis, Esquires, to attend a Meeting of the Council, at the Council House, at Eleven o'Clock this Forenoon, for the special Purpose of issuing the necessary Directions for proclaiming the Change in the Government, and for giving such other Orders and Directions as may be necessary thereupon.

I am,
Sir,
Your most obedient Servant,
(Signed) J. Clavering.

Friday Morning,
20th June 1777.

The Secretary informs the Board, That he issued the Summons above directed; and that they were accordingly delivered to Mr. Barwell and Mr. Francis.

The Governor General having taken the customary Oath, assumes the Chair.

Resolved, That the Sheriff be ordered to attend immediately.

Resolved, That the following Proclamation be made by the Sheriff, attended by his Officers, at Five o'Clock this Afternoon, at the Court House.

PROCLAMATION.

Whereas by an Act of Parliament, passed in the Thirteenth Year of the Reign of His present Majesty, intituled, "An Act for the establishing certain Regulations for the better Management "of the Affairs of the East India Company, as well in India as in Europe," *it is (among other Things) Enacted,* That Warren Hastings, Esquire, be constituted Governor General, and Lieutenant-General John Clavering, the Honourable George Monson, Richard Barwell, and Philip Francis, Esquire, Counsellors of the Presidency of Fort William in Bengal, and its Dependencies: *And whereas it is further provided by the said Act, that in case of the Avoidance of the Office of Governor General, by Death, Resignation, or Removal, His Place shall, as often as the Case shall happen, be supplied by the Person of the Council who stands next in Rank to such Governor General: And whereas, by a Letter from the Honourable the Court of Directors of the Honourable United East India Company, under Date the 30th October 1776, received and read Yesterday in Council, this Government is informed,* that Warren Hastings, Esquire, had resigned the Office of Governor General of Bengal; that the Honourable the Court of Directors had accepted such Resignation; and that the Vacancy thereby created had been filled up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court of Directors, and approved of by His Majesty, in the Manner and according to the Form prescribed by Law: And whereas another Letter, dated the 15th November 1776, from Peter Michell, Esquire, Secretary to the Honourable the Court of Directors, was also received and read Yesterday in Council, in which an attested Copy is transmitted of the Instrument under His Majesty's Sign Manual, bearing Date the 26th Day of October 1776, by which His Majesty consents to, approves, and confirms the above-mentioned Nomination and Appointment of Edward Wheler, Esquire, to the Place and Office of one of the Counsellors of the Governor General and Council, avoided by the Promotion of John Clavering, Esquire, to the Place and Office of Governor General: And whereas, in consequence of the said Resignation of Warren Hastings, Esquire, and of the said Appointment of Edward Wheler, Esquire, the Government of the Presidency of Fort William in Bengal, with all the Powers and Authorities thereunto belonging, are now by Law vested in the Honourable John Clavering, Esquire, Governor General, and Richard Barwell, Philip Francis, and Edward Wheler, Esquires, (on his Arrival in Bengal) Counsellors, the Honourable Colonel George Monson being deceased: It is hereby proclaimed, that the Powers vested in the said Governor General and Council do commence and take place from the Date of this Proclamation. Dated in Fort William, this 20th Day of June 1777.

By Order of the Honourable the Governor General and Council.

Agreed, That the Governor General be requested to order a Guard to attend upon the Sheriff during this Ceremony.

Ordered, That the Proclamation be translated into the Persian and Bengal Languages; that it be pasted up in the usual public Places; and that Copies be circulated to the Foreign Presidencies, the Provincial Councils, Subordinates, and Commandants of each Station of the Army; and that the Judges and Board of Trade be likewise furnished with Copies.

Resolved,

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Resolved, That the Governor General be requested to notify this Change in the Government of this Presidency to all the Country Powers, in the usual Manner.

The Commandants of Stations to be informed that they are to transmit their Returns to the Governor General, till a Successor to the Commander in Chief be appointed from the Court of Directors.

The Governor General lays before the Board the following Letter, which he has just now received.

To Lieutenant General John Clavering.

Sir,

The Governor General, in Council legally and regularly assembled, has laid before us a Letter of this Date, received by him at the Board from you, expressing, "That in consequence of the Letter " from the Honourable Court of Directors, under Date the 30th October 1776, received and read " Yesterday in Council, by which this Government is informed, That Warren Hastings, Esquire, had " resigned the Office of Governor General of Bengal; that the Honourable the Court of Directors " had accepted such Resignation; and that the Vacancy thereby created in the Council had been filled " up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court of " Directors, and approved of by His Majesty, in the Manner, and according to the Forms prescribed " by Law: And another Letter, dated the 15th November 1776, from Mr. Peter Michell, Secretary " to the Honourable Court of Directors, having also been received and read Yesterday in Council; " in which an attested Copy is transmitted of the Instrument under His Majesty's Sign Manual, " bearing Date the 26th Day of October 1776, by which His Majesty consents to, and approves of " the above-mentioned Nomination and Appointment of Edward Wheler, Esquire, to the Place and " Office of one of the Counsellors of the Governor General and Council, avoided by your Promotion " to the Place and Office of Governor General: You, in virtue of the Right and Authority now by " Law vested in you, require, that he will be pleased to surrender to you the Keys of Fort William, " and of the Company's Treasuries now in his Possession:

" That you will be at the Council House at Twelve o'Clock this Day, where you understand it " has been usual for the former Governors of this Presidency to surrender the Keys to their Successors; " but if it should not be agreeable to him to meet you there, that you leave it in his Option to take " any other suitable Method of complying with this Requisition that he may prefer; provided that it " be done in the Course of the present Day."

In answer to which, we have thought it incumbent on us to inform you, that we know of no Act or Instrument by which the Place and Offices of Warren Hastings, as Governor General, are vacated; nor by which they have actually devolved on you, and that we are resolved to assert and maintain, by every legal Means, the Authority and Trusts which have been reposed in him by the Thirteenth Act of His present Majesty, intituled, " An Act for establishing certain Regulations for the better Management " of the Affairs of the East India Company, as well in India as in Europe;" and by a Deed of Government, under the Hands of the Honourable the Court of Directors, and the Seal of the United East India Company, until the same shall be avoided by his Resignation or Death, or by the express Command of His Majesty, His Heirs and Successors; without which it is declared that he shall not be removable.

We have the Honour to be,
Sir,
Your most obedient humble Servants,
(Signed) Warren Hastings,
Richd Barwell.

Revenue Department,
20th June 1777.

The Governor acquaints the Board, that having sent a similar Letter to that first entered on this Day's Proceedings to Mr. Sumner, the Secretary to the Board of Revenue, directing him to summon a Meeting of the Council in that Department at One o'Clock this Day, and to require the Roy Royan to give his Attendance as usual; he has received the following Answer from him:

To Lieutenant General Clavering.

Sir,

Having been honoured with the Receipt of your Commands of this Date, at the Board, I am commanded, by Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire, to write you in reply, that the Governor General and Mr. Barwell, being met in Council in consequence of the Summons regularly issued for that Purpose by the Governor General, do, being the Majority of the Council, require your Attendance in virtue of that Authority.

I have the Honour to remain, with Respect,
Sir,
Your most obedient humble Servant,
(Signed) Richard Sumner,
Secretary.

Revenue Department,
20th June 1777.

The Assistant Secretary reports to the Board, that having taken the above Proclamation to the Persian Translator's Office, to be translated, according to the Orders of the Board, the Persian Translator

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Translator refused to translate it without written Orders for that Purpose from the Governor General and Council.

Ordered, That the Persian Translator be immediately required to attend.

The Persian Translator attending, is asked, If he refused to translate the above-mentioned Proclamation? and replies, That he did, as he thought it necessary to be furnished with a formal Order from the Governor General and Council for his Authority. Having been allowed to peruse the Paragraphs of the General Letter from the Court of Directors, and the Copy of the Instrument, signed by the King; he says, that he thinks it appears by these Documents, that the Court of Directors did intend to appoint General Clavering Governor General, but that he is not satisfied that such Appointment has yet taken place.

The Secretary lays before the Board the following Letters, which he has received this Instant:

To J. P. Auriol, Esquire, Secretary to the Council General.

Sir,

We direct you not to issue any Summons for the Meeting of Council but by the Authority of Warren Hastings, Esquire, the Governor General; nor any Orders nor Directions to any Person or Persons whatsoever, without the legal Authority of the said Governor General, or the Majority of the Council so assembled.

We are,
Sir,
Your most obedient Servants,
(Signed) Warren Hastings,
Richard Barwell.

Revenue Department,
Fort William,
20th June 1777.

To J. P. Auriol, Esquire, Secretary to the Council General.

Sir,

I am ordered by the Governor General and Council, to require that you will send immediately the *Dispatches from Europe*, received Yesterday, and read and recorded in the Proceedings of your *Department*.

I am,
Sir,
Your most obedient humble Servant,
(Signed) Richard Sumner,
Secretary.

Fort William,
the 20th June 1777.

The Secretary also lays before the Board his Answers to these Letters, which he prepared according *to their Orders* and Approbation, as follows:

To the Honourable Warren Hastings, and to Richard Barwell, Esquire.

Gentlemen,

I have this Instant been honoured with your Commands "not to issue any Summons for the "Meeting of Council, but by the Authority of Warren Hastings, Esquire, the Governor General; "nor any Orders nor Directions to any Person or Persons whatsoever, without the legal Authority of "the said Governor General, or the Majority of the Council so assembled." I beg Leave to acquaint you, that, previous to the Receipt of these Commands, I had issued Summons to Mr. Barwell and Mr. Francis, to meet General Clavering in Council, in consequence of Directions which I received from him this Morning, requiring me to issue them in his Name, as Governor General.

I take the Liberty to enclose a Copy of General Clavering's Letter to me on this Occasion, which I hope will be sufficient to justify my Conduct in your Opinion; for although I had seen the General Letters referred to by General Clavering, I could not presume, for my own Part, to form any Judgment on the Facts which he has collected from them; I therefore thought it my Duty to comply with his Desire.

I have the Honour to be, &c.
(Signed) J. P. Auriol,
Secretary.

Fort William,
20th June 1777.

To Richard Sumner, Esquire.

Sir,

I have this Instant received your Application for the Dispatches from Europe, received Yesterday; in answer to which, I am to acquaint you they are in the Possession of General Clavering, to whom I delivered them this Morning, in consequence of his Requisition.

20th June 1777.

I am, &c.
(Signed) J. P. Auriol, Secretary.

Mr.

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Mr. Barwell comes into the Council Room. Being questioned, Whether he meant to take his Place? he declined giving any Answer. It is necessary to record, that he made a Demand, as a Member of the Council, for the Letters and Papers received Yesterday from the Court of Directors; and being told they could not be spared from the Board, after repeating his Demand, in different Questions, to the same Import, he withdrew.

The Secretary lays before the Board another Letter to him, from the Secretary to the Revenue Department, as follows:

Sir,

I am directed by the Honourable Warren Hastings, Esquire, Governor General, &c. Council, again to make Application to you for the original Letters and Papers received Yesterday from the Court of Directors, and to acquaint you, that if they are in the Possession of any Member of the Board, you are required to demand them from him, informing him, that the Governor General wishes to submit them to the Judges of the Supreme Court, for their Opinion upon them, by which it is his Determination to abide; and the Chief Justice and Three other Judges are accordingly assembled at the Council House in this Department, for that Purpose.

I am,
Sir,
Your most humble Servant,
(Signed) R[d] Sumner,
Secretary.

Revenue Department,
20th June 1777.

Ordered, That the following Reply be sent to him:

To Richard Sumner, Esquire, Secretary to the Board of Revenue.

Sir,

In Reply to your further Application for the original Letters and Papers received Yesterday from the Court of Directors, I am ordered by General Clavering, as Governor General, and Mr. Francis, to desire, that you will be pleased to inform the Judges, that they are now preparing an Address to them with respect to the Conduct they have pursued since the Receipt of the above Letters, which they conceive have divested Mr. Hastings of the Office of Governor General; and that it is their Intention to send them all the Letters and Papers as soon as this Letter to the Judges can be finished, which will be in a Couple of Hours. They hope, therefore, that the Judges will be pleased to determine among themselves, at what Place and Hour, in the Course of this Evening, they will receive the above Papers, and take them into their serious Consideration, without the Presence of any Member of the late or present Administration.

I am,
Sir, &c.
(Signed) J. P. Auriol,
Secretary.

20th June 1777.

The Board taking into mature Consideration the above Letter from Mr. Hastings and Mr. Barwell, resolve to make the following Address to His Majesty's Judges of the Supreme Court.

Honourable Sirs,

We have the Honour to inform you, that a Packet arrived Yesterday from the Court of Directors, addressed to the Governor General and Council, containing the inclosed Postscript, dated the 30th October 1776, to their General Letter of the 25th of the same Month, with sundry other Papers relative to the Resignation of Mr. Hastings of the Office of Governor General, and of the Nomination and Appointment of Mr. Wheler to the Seat in the Council avoided by the above Resignation of Mr. Hastings, and consequent Promotion of General Clavering to the Place and Office of Governor General.

We have also the Honour to inform you, that a Letter was received Yesterday from the Secretary of the Court of Directors, dated the 15th of November last, in which the enclosed attested Copy is transmitted, of an Instrument under His Majesty's Sign Manual, dated the 26th October, by which His Majesty consents to, approves, and confirms the above-mentioned Nomination and Appointment of Mr. Wheler. These several Papers were Yesterday read in Council, and as soon as they were read, the Council broke up; though, regularly, as we conceive, the Surrender of the Chair and of the Keys of the Fort should have been immediately made to General Clavering.

Considerations of Respect to Mr. Hastings induced General Clavering to wait a reasonable Time for the formal Surrender of the Government to him; but Mr. Hastings having made no Communication whatever to General Clavering before Ten o'Clock this Morning, the General thought it incumbent upon him to send a formal Requisition, in Writing, to Mr. Hastings, of the Keys of the New Fort and of the Treasuries. In Answer to this Requisition, he has received a Letter, signed by Mr. Hastings and Mr. Barwell, in which they say, they know of no Act or Instrument by which the Place and Offices of Warren Hastings, as Governor General, are vacated, nor by which they have actually devolved on General Clavering; and that they are resolved to assert and maintain, by every legal Means and Authority, the Trusts which have been reposed in Mr. Hastings by the Thirteenth Act of His present Majesty.

Before

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Before the Receipt of this Letter, General Clavering had ordered the Secretary to the Council to issue a Summons to Mr. Barwell and Mr. Francis, to meet him in Council this Day, for the special Purpose of issuing the necessary Directions for proclaiming the Change in the Government, and for issuing such other Orders and Directions as might be necessary thereupon. Mr. Francis complied with the Summons issued in the Name of General Clavering as Governor General; who, upon the Meeting of the Board at 11 o'Clock this Day, took the Oaths as Governor General. Other Orders, preparatory to the Proclamation, were then directed to be made out; but no Act of Government has yet issued from us as a Board.

In this Situation, the Representation of which we doubt not will fill you with the greatest Surprize and Alarm, we have thought it prudent and necessary to state the foregoing Facts to you. We would not be understood to submit any Doubts to you concerning the lawful Promotion of General Clavering to the Chair, since we ourselves entertain none; but when we consider the fatal Consequences that must unavoidably attend a Claim and actual Assumption of the Government by the Member of Council next in Succession to Mr. Hastings, and a positive Refusal of Mr. Hastings to surrender the Place and Office of Governor General, which we conceive the Letter signed by him and Mr. Barwell does amount to (which Letter we have the Honour to enclose you) we are content to recede thus far from the strict Rights vested in us as a Majority of the present Administration, rather than hazard any of those Consequences; in the Hope that, by an Appeal to your Judgment and Authority, it may be possible to prevent them. We beg Leave to enclose to you all the Papers received Yesterday, and request, that when you shall have formed your Opinion upon them, they may be returned to General Clavering.

We have the Honour, &c.

20th June 1777. (Signed) J. Clavering,
P. Francis.

Resolved, That all the Orders minuted in this Day's Proceedings be suspended for the present.

J. Clavering,
P. Francis.

LIST of Papers entered in the Appendix to Consultations June 20th 1777.

N° 1. Letter from General Clavering to W. Hastings, dated 20th June.
2. Letter from the Chief Justice, &c. to General Clavering and Mr. Francis, dated 20th June, received early in the Morning of the 21st.
3. Reply of General Clavering and Mr. Francis to the Judges.
4. Letter from General Clavering and Mr. Francis to Mr. Hastings, enclosing the foregoing Letter.
5. Letter from General Clavering and Mr. Francis to the Judges.
6. Minute, explaining the Grounds of General Clavering and Mr. Francis's Conduct for the Acts done by them on the 20th Instant.
7. Letter from General Clavering and Mr. Francis to the Judges, enclosing Mr. Secretary Sumner's Letter to General Clavering.
8. Letter from Mr. Secretary Sumner to General Clavering, declaring his Offices vacant.
9. Letter from the Chief Justice, &c. to General Clavering and Mr. Francis, enclosing N° 10.
10. Letter from the Judges to the Governor General and Council.
11. Letter from Mr. Hastings and Mr. Barwell to General Clavering and Mr. Francis.
12. Letter from Mr. Hastings and Mr. Barwell to the Chief Justice, &c. declaring they will acquiesce to their Opinion enclosed in the foregoing Number.
13. Letter from General Clavering and Mr. Francis to Mr. Hastings and Mr. Barwell.

APPENDIX to Consultation 20th June 1777.

To Warren Hastings, Esquire.

Sir,

N° 1. Copy of a Letter from Gen. Clavering to Mr. Hastings, dated 20th June.

In consequence of the Letter from the Honourable the Court of Directors, under Date the 30th October 1776, received and read Yesterday in Council, by which this Government is informed, That Warren Hastings, Esquire, had resigned the Office of Governor General of Bengal; that the Honourable the Court of Directors had accepted such Resignation, and that the Vacancy thereby created in the Council had been filled up by the Appointment of Edward Wheler, Esquire, nominated and appointed by the Court of Directors, and approved by His Majesty in the Manner and according to the Forms prescribed by Law: And another Letter, dated the 15th November 1776, from Mr. Peter Michell, Secretary to the Honourable Court of Directors, having also been received and read Yesterday in Council, in which an attested Copy is transmitted of the Instrument under His Majesty's Sign Manual, bearing Date the 26th Day of October 1776, by which His Majesty

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Majesty consents to, and approves of the abovementioned Nomination and Appointment of Edward Wheler, Esquire, to the Place and Office of one of the Counsellors of the Governor General and Council, avoided by my Promotion to the Place and Office of Governor General:

I am Sir, in virtue of the Right and Authority now by Law vested in me, to require that you will be pleased to surrender to me the Keys of Fort William, and of the Company's Treasuries, now in your Possession.

I shall be at the Council House at 12 o'Clock this Day, where I understand it has been usual for the former Governors of this Presidency to surrender the Keys to their Successors; but if it should not be agreeable to you to meet me there, I leave it to your Option to take any other suitable Method of complying with this Requisition that you may prefer, provided it be done in the Course of the present Day.

I have the Honour, &c.

(Signed) J. Clavering.

To Lieutenant General John Clavering, and Philip Francis, Esquire.

N° 2. Letter from the Judges to Gen. Clavering and Mr. Francis, dated the 20th June: Received early in the Morning of the 21st.

Gentlemen,

We are honoured with the Favour of yours of this Day, informing us of the Arrival of a Packet from the Court of Directors, and inclosing several Papers, endorsed in the following Manner: (N° 1.) Copy of the Postscript of a General Letter from the Court of Directors, dated the 30th October 1776; (N° 2.) Mr. Macleane's Letter to the Court of Directors, dated the 10th October 1776; (N° 3.) A Memorial and Petition to His Majesty; (N° 4.) Lord Viscount Weymouth's Letter to the Court of Directors, dated the 25th October 1776; (N° 5.) Commission to Edward Wheler, Esquire, as one of the Council in Bengal; (N° 6.) His Majesty's Approval of Mr. Wheler as one of the Council in Bengal; (N° 7.) A Copy of a Letter from Mr. Hastings and Mr. Barwell to General Clavering. You also acquaint us with your Proceedings had thereupon, with the formal Requisition made to Mr. Hastings by General Clavering, of the Keys of the New Fort and of the Treasuries, with the Answer of Mr. Hastings and Mr. Barwell thereto; and with your Proceedings this Day.

The Representation which you make to us, fills us, as you suppose it would, with the greatest Surprize and Alarm; though they are in some Measure abated by your Notification that no Act had issued from you as a Board. We shall be much rejoiced if your Appeal to our Judgment and Authority, shall prevent the ill Consequences of which you are apprehensive.

Upon mature Consideration of the Papers submitted to us by you, we are unanimously, clearly, and decidedly of Opinion, that the Place and Office of Governor General of this Presidency has not yet been vacated by Mr. Hastings; and that the actual Assumption of the Government, by the Member of Council next in Succession to Mr. Hastings, in consequence of any Deductions which can be made from the Papers by you communicated to us, would be absolutely illegal, for the following Reasons:

1st. Because the Office of Governor General was confirmed on Mr. Hastings by Act of Parliament, and, according to the Terms of that Act, can only be vacated by Death, Removal, or Resignation. That Mr. Hastings is not dead is a notorious Fact; no Intention is manifested, or Act done by the Directors tending to his Removal; and we are firmly of Opinion that he hath not actually resigned.

2d. Colonel Macleane's Letter, the only Instrument by which Mr. Hastings can by any one be conceived to have relinquished his Office, is in fact no Resignation, but a Notification of the Governor General's Desire to resign; and can, at the utmost, only be construed into an Engagement on the Part of Mr. Macleane, that Mr. Hastings will resign. His Words are, speaking of Mr. Hastings, "He has authorized, empowered, and directed me to signify to "you, *his Desire to resign* his Office of Governor General of Bengal, and to request your "Nomination of a Successor to the Vacancy, which *will* be thereby occasioned in the "Supreme Council." He neither asserts himself to be authorized, nor does he take upon him in fact to make an actual Resignation. He only intimates an Intention of the Governor, to take place in future. He does not request a Nomination of a Successor to a Vacancy which he had by his Letter effected, but to that which would in future be occasioned by Mr. Hastings's carrying his Intent into Execution, and actually resigning.

3d. The Directors, by the Postscript to their General Letter, do not treat the Act of Mr. Maclean as the Resignation of Mr. Hastings; they recite it only as a Signification of Mr. Hastings's *Desire* to resign. Nor do they consider a Vacancy as at that Time existing in the Council. Their Words are, that they "did nominate and appoint Edward Wheler, Esquire, to succeed "to the Office in the Council of Fort William, *which would become vacant* (not which is or "hath become vacant) by the Resignation of Mr. Hastings;" which, in another Part of the same Postscript, they say, they have unanimously resolved to accept; intending thereby to accept it when it should be made.

4th. That this, and no other, could be their Intention, is evinced beyond the Possibility of a Doubt, by their Memorial and Petition to the King; in which they intimate to His Majesty, that Mr. Hastings has caused Notice to be given to them of his Desire to resign, not of his Re-

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signation. So far were they from esteeming it an actual Resignation, that in the very next Sentence they expresly call it a *proposed Resignation*. Their Words are these: "Taking the "said *proposed Resignation* into Consideration, they have nominated and appointed Edward "Wheler, Esquire, to succeed to the said Office in the said Council, which will *become* "*vacant by the said Resignation*." The Words which immediately follow, "if such Nomi- "nation shall be approved of by Your Majesty," must be referred to the Nomination and Appointment which they say they have made; for, to the Validity of such Nomination and Appointment, the King's Approbation is required by Law, but cannot possibly relate to the intended Resignation, on which it could have no Effect. Without His Majesty's Consent, the Directors could not effectually appoint; but without His Majesty's Consent, Mr. Hastings could resign. This Construction does not depend upon the Recital alone; the very Prayer of the Petition is, that they may appoint in Succession to an Office which is to become vacant in future by the Resignation of Mr. Hastings; and proves that we have rightly applied the Words, "if such Nomination shall be approved of by Your Majesty." The Words of the Prayer are these: "Your Petitioners therefore most humbly pray, That Your Majesty will be pleased to signify such Consent by Your Majesty's Sign Manual, as by the said Act is required, that the said Edward Wheler may be appointed to succeed to the Office which will become vacant in the said Council by the aforesaid Resignation of the said Warren Hastings."

5th. That Mr. Wheler was not appointed to a Vacancy then actually made, was certainly understood by His Majesty's Secretary of State, as well as by the Company; he likewise calls it a Succession to an Office which will become vacant, and recognizes Mr. Hastings as Governor General, at a Time subsequent to the supposed Resignation. His Words are, "The King "is graciously pleased to approve of your Nomination of Edward Wheler, Esquire, to "succeed to the Office which will become vacant in the Council of the Presidency of "Fort William in Bengal, in consequence of the Resignation of Warren Hastings, Esquire, "Governor General."

6th. The Commission to Mr. Wheler is not framed with any Idea of his being appointed to an Office then actually vacant. That Instrument likewise recites simply the Desire, not the Resignation of Mr. Hastings; that Resignation and its Consequences are plainly considered as future Events; Mr. Wheler's Exercise of his Functions and Receipt of his Salary, are not to commence from the Date of the Instrument, from the Delivery of Mr. Macleane's Letter to the Directors, from the Notification thereof in Bengal, or from Mr. Wheler's Arrival in Calcutta; but from that future Time, when the Office of one of the Council of this Presidency shall become vacant by Mr. Hastings's Resignation. The respective Successions of General Clavering to the Office of Governor General, and of Colonel Monson, Mr. Barwell, and Mr. Francis to become the Three Senior Members of the Council, are not considered as having actually taken place, but as future Consequences of a future Resignation. In speaking of the Appointment of Mr. Wheler, their Words are these, "Now know ye, That we, considering it to be expedient that the Office of the said Council, which will become vacant by the aforesaid Resignation of the said Warren Hastings, should be filled up and supplied as soon as may be; and reposing especial Trust and Confidence in the Fidelity, Prudence, Justice, and Circumspection of Edward Wheler, Esquire, have nominated and appointed, and by these Presents do (pursuant to the Power vested in us as Directors of the said United Company, in and by the said recited Act of Parliament) nominate and appoint, the said Edward Wheler to be one of the Council of the said Presidency of Fort William in Bengal, to take upon him, hold, and enjoy the said Office, with the Salary thereto belonging, from and immediately after the said Office of one of the Council of the said Presidency of Bengal shall become vacant by the said Resignation of the said Warren Hastings." They recite the Successions necessarily consequent on the Resignation, which they invariably consider as an Act not done, but to be done, in the following Words: "And whereas *upon* such Resignation of the said Warren Hastings as aforesaid, the said John Clavering, according to the Directions of the said recited Act of Parliament, *will succeed* to the said Office of Governor General, and the said George Monson, Richard Barwell, and Philip Francis *will thereupon* become the Three Senior Members of the said Council, &c." It is true, that in His Majesty's Approbation of this Appointment, this Expression is used, "the Place and Office of one of the Counsellors *is said to be avoided*;" but this is no Averment of the Fact, which a Comparison of all the Papers before us, proves not to have existed; and had such a Fact been erroneously averred, the Misrepresentation thereof to His Majesty would not in Law have vacated the Office. Even Letters Patent under the Great Seal are void, where, by a false Recital of Facts, His Majesty has been deceived. His Majesty's Sign Manual could only be meant to give a Sanction to such Appointment of Mr. Wheler, as the Directors had actually made, and that appears to us to be only a provisional Nomination to an Office which is to be enjoyed on a future Contingency.

The Consideration of this Instrument under the Sign Manual, naturally leads us to a Remark on the Notion, if any such Notion can have been conceived, that the Office in question is vacant by *Removal*. It most clearly proves, that His Majesty neither consented to, nor had in Contemplation, any Idea of a Removal; of this we have not the smallest Doubt. It recites, that the

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the Office *is said to be avoided.* To the Idea of Removal from any Office, it is necessary that the Person to be removed should be in Possession of it; and His Majesty's Consent to the Appointment of Mr. Wheler, contains a contrary, though erroneous Supposition, that Mr. Hastings was not in Possession.

7th. Besides the Papers which you have done us the Honour to lay before us for our Opinion, the Governor General and Mr. Barwell have been pleased to communicate to us the Minutes of their Proceedings at a Board of Revenue assembled this Morning; and also a Copy of a Deed under the Seal of the Company, dated on the 25th March 1774, whereby they confer on Mr. Hastings the Command of the Fort and Garrison of Fort William, and of all Forces employed in the Town of Calcutta. Of the Revenue Board, it is almost unnecessary to say, that the Proceedings of this Morning must be legal, if our Opinion concerning the Governor General's Right of Possession be not erroneous. The Military Commission there would be no Occasion to mention, if it were not for an additional Argument which it affords, to shew that the Court of Directors could not have considered Mr. Hastings as out of Office, and General Clavering as then in Possession of the Government. For since the Presidents of Fort William formerly, and the present Governor General, have constantly and uniformly received some Military Commission at their Appointments or Successions to their respective Offices; and since the Military Command conferred on General Clavering by the East India Company in the Year 1774, must have been supposed by the Court of Directors to have devolved on Colonel Monson, if they had considered General Clavering as then promoted to the Office of Governor General, it is reasonable to believe, that if no such Commission has been sent to General Clavering, it was omitted only because he was not supposed to be Governor.

Another Argument which strikes us most forcibly is, That the Court of Directors, aided as they are by the best legal Advice, must have known, that if Mr. Hastings had in October last vacated his Office of Governor General, he could have had no legal Voice in the Council here; and that every Act done by the Governor General and Council, from that Time to the present, to which he was Party, might be illegal, or at least highly questionable. As the Court of Directors must have supposed him acting in Council all that Time, we cannot believe that they would have accepted a Resignation to take place on the Delivery of Mr. Macleane's Letter, which might involve both the Property of many Individuals, and their own Affairs, in the utmost Confusion.

We have given the Papers and Subject a Consideration, which has taken up several Hours, wishing to deliver such an Opinion as, from the Reasoning of it, not from its Authority, might claim Weight sufficient to prevent the fatal Consequences of a divided Government; but do assure you, that none of the Time hath been taken up in settling Difference of Opinion; there is not One Point in which, from the first to the last, we have not entirely concurred. We transmit it, in strong Hopes that it may have that Effect, the Consideration of which could only have led us to deliver any Opinion at all, and most ardently praying to God, that it may avert the Mischiefs which seem to impend over the East India Company and this Country.

We have the Honour to be, &c.

Fort William,
20 June 1777.

(Signed) E. Impey,
Rob^t Chambers,
S. C. Lemaistre,
John Hyde.

P. S. Herewith, according to your Desire, we return the Papers communicated to us.

To the Honourable Sir Elijah Impey, Knight, Chief Justice,
Robert Chambers,
Stephen Cæsar Le Maistre, } Esquires,
John Hyde,
Judges of the Supreme Court of Judicature. N° 3. Reply of Gen. Clavering and Mr. Francis to the Judges.

Honourable Sirs,

We are to acknowledge the Honour of your Letter dated last Night, and to return you our Thanks for the Trouble you have taken in considering the Papers which we took the Liberty of transmitting to you, and for the explicit Opinion with which you have favoured us thereupon.

Having appealed to your Judgment and Authority, we do not hesitate to acquiesce in your unanimous, clear, and decided Opinion upon the Subject of that Appeal; and we think it incumbent on us to give you the earliest Information of our Intentions in this Respect, that you may be at once relieved from any Apprehension which a Doubt on this Point might suggest to you.

In order to clear and defend, as far as may be, the several Steps taken by us Yesterday, and not with any View of pursuing those Steps, or of controverting the Arguments contained in your Letter. We shall take an early Opportunity of stating to you the Grounds and Reasons on which our

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our Opinion was founded, that the Office of Governor General had, both in Right and Fact, devolved to General Clavering; and we trust, that whether they may be sufficient or not to impress on the Minds of others the same Conviction which they have left on ours, they will appear to have some Weight, and to deserve some Degree of Consideration.

We have the Honour, &c.
(Signed) J. Clavering,
P. Francis.

21st June 1777.

To the Honourable Warren Hastings, Governor General.

N° 4. Letter from Gen. Clavering and Mr. Francis to Mr. Hastings, inclosing the foregoing Letter.

Sir,

You are already apprized of our Intentions to address a Letter to the Judges of the Supreme Court of Judicature, on the Subject of the Dispatches received on Thursday last from the Honourable Court of Directors. A Copy of that Letter is in the Hands of the Secretary, who will lay it before you.

We have this Morning received an Answer from the Judges, of the Contents of which we take for granted you are duly apprized by themselves.

We have now the Honour to enclose to you a Copy of our Reply to the Judges, that you may have the earliest Information of our Intention to acquiesce in their Opinion on the Subject of our Appeal to their Judgment and Authority.

We have the Honour, &c.
(Signed) J. Clavering,
P. Francis.

21st June 1777.

To Sir Elijah Impey, Knight, &c. Puisne Judges of the Supreme Court of Judicature.

N° 5. Letter from Gen. Clavering and Mr. Francis to the Judges.

Honourable Sirs,

In our Letter of the 21st Instant, we had the Honour of informing you that we should take an early Opportunity of stating to you the Grounds and Reasons on which our Opinion was founded, that the Office of Governor General had, both in Right and Fact, devolved to General Clavering.

We now beg Leave to enclose to you a Copy of a Paper which we have drawn up for this Purpose, and which our Justification will oblige us to make as public as we understand the Decision has been which you gave against us.

We request that you will consider the Arguments stated in this Paper with the Candour and Allowance due to Men unversed in the Study of the Laws, and unassisted with any Advice whatsoever. A Question is now in Agitation, more interesting to us than any that could affect our Lives or Fortunes. We shall possibly be accused of having wilfully violated the Laws of our Country. Conviction upon such a Charge would be, in our Minds, the Loss of Character and Honour for ever. Next to a strict Adherence to the Law itself, it is our earnest Wish to guide our Steps by the Rules laid down to us by those Persons who, not less by their great Learning than high Station, are the Interpreters of the Law.

If any thing we have urged in the enclosed Paper should appear to you to deserve Consideration, we doubt not, from your unquestionable Candour and Justice, that you will allow it a due Weight, even against any Part of the Opinion you have already expressed on the Subject submitted to your Judgment.

We have the Honour, &c.
(Signed) J. Clavering,
P. Francis.

Minute from General Clavering and Mr. Francis.

N° 6. Minute explaining the Grounds of Gen. Clavering's and Mr. Francis's Conduct for the Acts done by them on the 20th Instant.

Prepared as we are to abide by the Consequences of the several Steps taken by us on Friday the 20th Instant, and adhering to the Opinion on which those Steps were founded, notwithstanding our subsequent and immediate Acquiescence in the Judgment of the Chief Justice and Judges of the Supreme Court of Judicature, the Grounds of which we do not take upon us to controvert; we deem it necessary for our present Justification, as it may be for our future Defence, to deliver and record the Reasons of our Proceeding.

We mean to state briefly the Facts, as they appeared before us; the positive Law under which we act; and the Conclusion, which we draw from a Comparison of both.

On Thursday the 19th Instant a Dispatch was received from the Honourable Court of Directors, containing a General Letter, dated the 26th October 1776, and a Postscript to it, dated the 30th of the same Month. In the Postscript, which is signed by Eighteen of the Directors, the Honourable Court of Directors inform us, that Colonel Macleane had represented to them, by Letter, *that he was authorized, impowered, and directed to signify to them, the Desire of Mr. Hastings to resign his Office of Governor General of Bengal, and to request their Nomination of a Successor to the Vacancy, which would be thereby occasioned in the Council*; that as it appeared from *an Inspection of the Powers* with which Mr. Macleane was invested from Mr. Hastings, and from collateral Testimony, that Mr. Macleane was authorized to signify to them Mr. Hastings's Desire to resign his Office, they had unanimously resolved

solved to accept such Resignation; that they had therefore nominated and appointed Mr. Wheler to succeed to the Office in the Council, which *would* become vacant thereby, and had presented a Memorial and Petition to His Majesty, praying His Majesty's Consent to such Nomination; that the Secretary of State had signified to them, that the King was graciously pleased to approve of their Nomination; and that whatever should occur to them, as necessary upon this *Alteration in the Administration of the Presidency of Bengal*, would be communicated to us by their next Dispatch. Copies of Mr. Macleane's Letter to the Court of Directors, of their Memorial and Petition to the King, and of the Letters they received from the Secretary of State, are annexed to the Postscript.

On the 19th Instant a Letter was also received from the Secretary of the Court of Directors, dated the 15th November last, enclosing an attested Copy of an Instrument, under the King's Sign Manual, by which His Majesty *consents to, approves, and confirms* the Nomination and Appointment of Mr. Wheler to the Place and Office of Counsellor, said to be avoided by the *Promotion of John Clavering, Esquire, to the Place and Office of Governor General.*

On the 19th Instant, a Second Letter was also received from the Secretary of the Court of Directors, dated the 26th November, and a Third Letter, dated the 28th November; by which we are advised of a Ballot of the Proprietors of East India Stock, which had taken place on the 26th, in consequence of certain Proceedings of a General Court, held the 20th of the same Month. By those Proceedings, and by the Terms of the Question on which a Ballot was demanded, it appears, that a Doubt had been started by some of the Proprietors concerning the Validity of Mr. Hastings's Resignation; the Words of the Question are as follow:

"That Mr. Hastings has signified to the Court of Directors his Wish to resign; and as, in consequence of such Resignation, a Vacancy will be occasioned in the Council at Fort William in Bengal, it was proper to have the Number compleated by a new Appointment." This Question was carried in the Affirmative by 318 Votes against 63.

We did not, for ourselves, conceive, that the Facts stated in the several Letters and Papers before us, left room for any Question concerning the actual Vacancy of the Office of Governor General, nor of course of General Clavering's instant Right to succeed to it. But since such a Question has not only been raised, but a Decision in Fact given upon it, which we presume has encouraged Mr. Hastings to retain Possession of the Office of Governor General, and Mr. Barwell to concur with, and support him in it; we beg Leave to declare the Reasons on which our Conviction is founded, that the Refusal of Mr. Hastings to surrender the Place and Office of Governor General to General Clavering, is not warranted by Law. The Question is, we conceive, strictly this, Whether the several Acts done in England, first by Mr. Macleane, in consequence of certain Powers vested in him by Mr. Hastings, and inspected and admitted by the Court of Directors; secondly, by the Court of Directors themselves; and lastly, by His Majesty; do prove and establish the absolute Resignation of Mr. Hastings to be compleated instantly on the Receipt of the Advices from England? or whether they imply nothing but the Consent of the Court of Directors to an intended Resignation, to be compleated at whatever Time he should think fit to carry his supposed Intentions into Execution? This Question can only be decided by an Appeal to that Part of the Act of the 13th of His present Majesty, in which the Case of the Avoidance of the Office of Governor General is particularly noticed and provided for. The Words of the Law are as follow:

"In case of the Avoidance of the Office of such Governor General, by Death, Resignation, or Removal, his Place shall, during the Remainder of the Term aforesaid, as often as the Case shall happen, be supplied by the Person of the Council who stands next in Rank to such Governor General; and in case of the Death, Removal, Resignation, or Promotion of any of the said Council, the Directors of the said United Company are hereby impowered, for and during the Remainder of the said Term of Five Years, to nominate and appoint, by and with the Consent of His Majesty, His Heirs and Successors, to be signified under His or their Sign Manual, a Person to succeed to the Office so become vacant in the said Council."

In order not to embarrass the Question with superfluous Matter, we admit that the Office of Governor General is not vacated by the Death or Removal of Mr. Hastings, supposing Removal to mean Dismission; we confine ourselves to his Resignation; by which we affirm, that such Office is now positively vacated. The Law makes no Provision for an intended or conditional Resignation: It does not suppose such a Case, directly or indirectly: It impowers the Court of Directors and His Majesty to perform certain Acts *in Consequence of a Resignation*; and those Acts have been performed. If after the Performance of such Acts, the Resignation were still understood to be optional in the Governor General, it would follow, that the Operation of the Acts prescribed to be done by the Court of Directors, and by His Majesty, might be suspended indefinitely, or totally defeated; and if such a Case had been in the Contemplation of the Legislature, they would undoubtedly have considered the Situation of the appointed Successor on his Arrival in Bengal, and would have provided for it; they would not have impowered the Court of Directors to appoint a Successor to a Place, whenever the Disposal of it might fall into their Hands by the Resignation of the Incumbent, or His Majesty to consent to such an Appointment by an Instrument under His Sign Manual; if such solemn and important Acts might be rendered vain and nugatory, by the Incumbent's retracting his Resignation, or deferring the Execution of it to any Period determinable by his own Pleasure: The Case, at least, would have been supposed and provided for by the Legislature; *which we affirm has not been done*; and if it had been done so, a Concurrence of similar Cases must also have been supposed, as, we believe, would rather have been provided for by the Penalties due to the grossest Imposition, than by any

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any direct or constructive Favour to the Persons guilty of it. The Case we allude to is this: It might have happened, that not only the Governor General, but every other Member of the Council, might have impowered their Agents in England to signify to the Court of Directors their Desire to resign their respective Offices; that the Court of Directors should thereupon have appointed another Governor General, and Four new Counsellors; that such Appointments should have been confirmed by His Majesty's Sign Manual, in the Five several Instances; that the Persons so appointed shall, immediately on the Receipt of their Appointments, have embarked for Bengal; that on their Arrival here, the Governor and Council in Possession should declare, that their supposed Resignation was intended, or conditional, but not absolute; and that it depended on their own Discretion at what Time they would surrender their respective Places to their Successors: The same Doctrine which is understood to justify Mr. Hastings's present Conduct, would equally justify the whole Council in the Case supposed. The Absurdity of the Supposition is too glaring to require or admit of Illustration.

If the Meaning of the Law be such as we understand it, it could not, as we presume, be weakened, altered, or qualified by any Terms made use of by the Court of Directors in their Letter to us, or in the Form of the Instruments drawn up by them, or even in the Form of the Royal Sign Manual, supposing such Terms to imply an Intention to do some Act different from that Act alone which the Law impowers them to do; and if the contrary were maintained, it might follow, that the Terms used in drawing up legal Instruments might totally alter the positive Provision made by the Law, and defeat the Intention of the Legislature; and this might be done at the Pleasure, or by the Mistake, of the Persons empowered to draw up such Instrument. But we do not admit, that such a Supposition of any Difference whatsoever between the true Meaning of the Law and the Intention of the Court of Directors, is warranted by the Terms made use of in all or any of the Papers or Instruments now in question.

First, then, we take it for granted, that Mr. Macleane was empowered to signify to the Court of Directors, the Desire of Mr. Hastings to resign his Office; because the Directors, who alone are the competent Judges of that Point, so far as it relates to the present Question, tell us, that they had *inspected his Powers*, and had thereupon *unanimously resolved to accept the Resignation.* It will rest with Mr. Macleane and the Court of Directors to answer for their Conduct; if either he has acted without Powers, or *they* have accepted the Resignation without sufficient Evidence of his possessing such Powers. In the Question to be decided here, Mr. Macleane's Letter is of no Consequence whatsoever. It is true, the Court of Directors speak of the *Vacancy* arising from this Resignation in the future Tense; but it is equally true, that they speak of the *Resignation* in the present Tense; for they no where call it an intended Resignation. Considering the Facts, they could not properly make use of any other Form of Language: They well knew, that Mr. Hastings had not quitted Bengal; and they understood that he would contrive to hold and act in the Office of Governor General, until he should be informed of their Acceptance of his Resignation; but that Information could not probably reach him in less than Six Months from the Day on which his Resignation was accepted. They could not give Mr. Wheler the immediate Right of Possession of a Seat which they knew was full, and must continue so for Six Months; but they did appoint him to a Seat which they knew *would be* actually vacant as soon as it might be possible for him to take Possession of it, if not some Time sooner. This, we conceive, to be the true and only Sense in which all the Terms, whether in the Court of Directors Letters to us, or in their Memorial to His Majesty, or in their Commission to Mr. Wheler, which refer to *a future* Vacancy in the Council, must be understood.

If the Words, *a Desire to resign*, formally signified to the Persons empowered by Law to accept such Resignation, and to fill up the consequent Vacancy, do not signify a real Resignation, they may be construed into any other Sense. They may then be understood to imply an unlimited Power of continuing in Possession. It is sufficient for us, however, that the Court of Directors understood the Words as a real Resignation, and unanimously accepted it accordingly; unless it should be asserted, that the Court of Directors meant to accept *an Intention* only, which might be changed the next Moment, and reduced to nothing: But they not only accept the Resignation, but they perform those Acts which, by Law, could only be done in consequence of an absolute Resignation. In their Memorial to the King they say, that "Warren Hastings *had caused Notice* to be given to them, of his Desire to resign his Office,"—and they nominate and appoint another Person to succeed to the Office which *will* become vacant by the aforesaid Resignation. The same Assertion is repeated, and the same Form of Appointment to an Office *which shall become vacant by the said Resignation*, is observed in Mr. Wheler's Commission: And admitting the Resignation to be absolute in our Sense of it, such Commission could not possibly be drawn up in any other Form; for if it had, it would have appointed Mr. Wheler to a Place which was full, and then there might have existed a Governor General and Five Counsellors for Bengal, at the same Moment of Time. The Place was full, and continued so till Thursday last. On that Day we conceived it became vacant; and is or ought to be open to Mr. Wheler. The Directors, therefore, speak with Precision, when they say the Place will become vacant; but if such Vacancy is to depend on Mr. Hastings's present Resolutions, he may resolve to continue in Office till the End of the Five Years limited by Parliament, and then the Place, which the Directors say *will* become vacant, *never* will become vacant. In the mean Time, a Successor to Colonel Monson may arrive in Bengal, and take his Seat at the Board, and Mr. Wheler, though appointed before him, may either

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either be disappointed entirely, or take Rank under a Person whose Appointment is later than his own.

The Shortness of Time, as the Court of Directors expresly tell us, would not then permit them to write more at large; but they promise to communicate to us, by the next Dispatch, whatever should occur to them as necessary, upon *this Alteration in the Administration of this Presidency*; we shall not therefore, for the present, dispute the Force of any Arguments drawn from their not having then been able to prepare and send out the formal Commissions to General Clavering, as Governor of the Fort, and to Colonel Monson, as Commander in Chief, because we expect that the first Dispatch received from the Court of Directors will contain an Answer of Fact to all such Arguments; at the same Time, we do not mean to admit, that the Rights vested in General Clavering by Law can be affected by any Delay of the Court of Directors to send out these Commissions, or even by their Resolution not to send them at all.

We have never affirmed, that Mr. Hastings did vacate his Office in October last; much less have we contended, that any Act done by the Governor General and Council, from that Time to the present, to which he was a Party, might be illegal, or in any Degree questionable. This is not the Question; but we doubt not it will hereafter be a very serious one to him, whether any Acts done by him as Governor General, from the Time when the Court of Directors Letters were received, are equally free from Exception; and whether this whole Transaction will not be considered by that Power, which alone can take Cognizance of it, as the grossest Insult to the Authority of the Company, of the Court of Directors, and of the Legislature, as well as to the Dignity of the King.

Having done every thing that depended on us to assert the Right which we conceived had legally devolved on General Clavering, as far as could be effected without violent Measures, the Idea of which could never present itself to us without Horror, we shall leave it to Mr. Hastings to continue, as he declared himself resolved, to assert and maintain the Authority reposed in him, under his Appointment by Act of Parliament, and to answer for it at his Peril.

(Signed) John Clavering,
Philip Francis.

Fort William,
23d June 1777.

To the Judges.

N° 7.
Letter from Gen. Clavering and Mr. Francis to the Judges, inclosing Mr. Secretary Sumner's Letter to Gen. Clavering.

Fort William, 23d June 1777.

Honourable Sirs,

When we had the Honour of submitting the Papers received from the Court of Directors to your Consideration, we were determined to yield implicitly to your Decision, whatever it might be; and we understood that the same Intention was professed by Mr. Hastings and Mr. Barwell. Accordingly, on the Receipt of the Letter with which you favoured us, we informed you, without the Loss of a Moment, of our instant Acquiescence, and at the same Time wrote to Mr. Hastings, to acquaint him with our Resolution. We concluded, that the Situation in which your Decision placed us, was the same in which we stood before the Receipt of the Advices from England; and we doubt not, that you yourselves understood that this was to be the Effect of your Decision. We have now the Honour to send you an exact Copy of a Letter which General Clavering has this Day received from the Secretary to the Board of Revenue. You will perceive by this Letter, that the Board have declared the Places and Offices lately held by General Clavering, of Senior Counsellor of the Presidency of Fort William, and Commander in Chief of the Company's Forces in India, to be vacant; but they have not yet communicated to either of us the Proceedings on which this extraordinary Declaration is founded. We do not presume to suggest to you any Observations on the Illegality of this Act; you know the Tenure by which we hold our Places, under an Act of Parliament, and the Means by which alone they can be lawfully avoided. But these are Circumstances belonging to the Fact of which we ought to apprize you; leaving it to you to consider what Weight they may deserve. Mr. Francis, whose Place is not pretended to be vacated, received no Summons to attend the Board; and did not know, till very late in the Day, and then only by Report, that any Board had been assembled. Though entitled, as a Member of the Council, to see the Proceedings, they have not yet been communicated to him, as usual, by the Secretary, notwithstanding the extraordinary Importance of the Resolutions which appear to have been taken in his Absence. It is farther to be observed, that General Clavering's Commission, as Commander in Chief, comprehends all the Company's Forces at the other Presidencies, over which the Governor General and Council of Fort William have no direct Authority. You will judge whether such a Commission can be vacated in all its Parts, by any Resolution of this Council.

We are persuaded that the uncommon Importance of this Case, with all the Consequences that may attend it, will immediately engage your Attention; and that if any Means should occur to you to remedy the Injustice done to General Clavering, and to prevent the Consequences of that Injustice, as they may most materially affect the public Service at this present critical Conjuncture, you will not be less ready to propose them on the present Occasion, than you were to interpose your Judgment and Authority in the former Instance at the Request of Mr. Hastings and Mr. Barwell.

We

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We, who have already given you the strongest Proof of our Deference to your Judgment and Authority, need hardly repeat our Assurance to you, that we shall continue to be guided by them.

We have, &c.
(Signed) Jnº Clavering,
Philip Francis.

Nº 8. Mr. Secretary Sumner's Letter to Gen. Clavering, declaring his Offices vacant.

To Lieutenant General John Clavering.

Sir,

I am directed by the Honourable the Governor General and Council, to notify to you, that the Board have declared the Place and Offices lately held by you, of Senior Counsellor of the Presidency of Fort William, and Commander in Chief of the Company's Forces in India, to be vacant; and have directed me to furnish you with a complete Copy of their Proceedings, containing the Grounds of the Board for the aforesaid Declaration.

I have, &c.
(Signed) R. Sumner,
Secretary.

Revenue Department,
Fort William,
23d June 1777.

Nº 9. Letter from the Chief Justice, &c. to Gen. Clavering and Mr. Francis, inclosing Nº 10.

To General Clavering and Mr. Francis.

Gentlemen,

In consequence of the Letter you honoured us with, desiring us to use such Means as might occur to us to remedy what you complained of as an Injustice done to General Clavering, we have endeavoured, as far as in us lies, to procure from the Governor General and Council a Repeal of their Declaration, of which you were informed by the Letter from Mr. Sumner; and for that Purpose have transmitted to them a Letter, a Copy of which we enclose to you, and beg Leave to refer you for our Opinion to that Copy.

Though we shall ever be sorry for the Occasion, we shall always be happy when we can reconcile Disputes by which we conceive the public Peace and good Order of Government may be affected.

We have the Honour, &c.
(Signed) E. Impey,
Rt Chambers,
S. C. Lemaitre,
Jnº Hyde.

Fort William,
24th June 1777.

Nº 10. Letter from the Judges to the Gov. General and Council.

To the Honourable Warren Hastings, Esquire, Governor General, and Gentlemen of the Council.

Honourable Sir and Sirs,

Early this Morning we received a Letter from General Clavering and Mr. Francis, informing us of your Resolution of Yesterday, that the Places and Offices held by General Clavering, of Senior Counsellor of the Presidency of Fort William, and Commander in Chief of the Company's Forces in India, were vacant; "and desiring us to point out any Means that might occur to us to remedy that "which they conceived to be an Injustice done to General Clavering." We assure ourselves, that the uncommon Importance of this Case, with all its possible Consequences, will sufficiently apologize for our immediate Interference, by our Opinion and Advice; and we venture to hope, that, although we have received no Application from you, yet, as on a late important Occasion General Clavering and Mr. Francis acquiesced implicitly in our Opinion, given at your Desire, we may be honoured with equal Attention on your Part, when, at their Request, we deliver our Sentiments on an Event which we consider as Part of the same Transaction.

We cannot be of Opinion (except perhaps in the Case of legal Conviction of certain Crimes) that your Honourable Board can, by its own Authority, either remove any Member from the Council, or declare his Seat to be vacant. The Advice which upon this Occasion we wish to submit to you is, that you would recede from putting in Execution those Resolutions which can in anywise prevent the General from the full and immediate Exercise of his several Offices of Senior Counsellor of this Presidency and Commander in Chief of the Company's Forces, and that all Parties be placed in the same Situation in which they stood before the Receipt of the last Advices from England; reserving and submitting to a Decision in England the respective Claims that each Party may conceive they have a Right to make, but not acting upon those Claims until such Decision shall arrive in Bengal.

We have, &c.
(Signed) E. Impey,
Rt Chambers,
S. C. Lemaitre,
Jnº Hyde.

Fort William,
June 24th, 1777.

Nº 11. Letter from Mr. Hastings and Mr. Barwell, to Gen. Clavering and Mr. Francis.

To General Clavering and Philip Francis, Esquires.

Gentlemen,

We have the Honour to send you Copy of a Letter which we have separately written to the Judges, in Answer to theirs addressed to the Governor General and Council.

We

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We repeat to you our Resolution to conform implicitly to their Advice. The Governor General has accordingly directed the Secretary of the Revenue Department to send the usual Summons for the Assembly of the Board To-morrow Morning at the Revenue Council House, where we hope to be again honoured with the Presence of General Clavering.

We have the Honour, &c.
Warren Hastings,
Rd Barwell.

Belvidere,
24th June 1777.

To the Honourable Sir Elijah Impey, Knight, Chief Justice, and the other Members of the Supreme Court of Judicature at Fort William.

Nº 12. Letter from Mr. Hastings and Mr. Barwell to the Chief Justice, &c. declaring they will acquiesce to their Opinion inclosed in the foregoing Number.

Honourable Sirs,

We have had the Honour to receive your Letter of this Date, addressed to the Governor General and Council, which we have instantly forwarded to General Clavering and Mr. Francis.

As Parties united in the Subject which furnished the Occasion to it, we think it proper, in this separate Reply, to give you the speediest Information of its Effect on our Conduct.

As we on a former Reference declared our Resolution to yield implicitly to your Decision, we do now in like Manner most chearfully, and without Hesitation, assure you, that we shall as implicitly conform to your Advice now given us, regarding it as legal Authority, by receding from all those Resolutions which can in any wise prevent the General from the full and immediate Exercise of his several Offices of Senior Counsellor of this Presidency, and Commander in Chief of the Company's Forces, by consenting that all Parties be placed in the same Situation in which they stood before the Receipt of the last Advices from England; reserving and submitting our Claim to a Decision in England, but not acting upon those Claims until such Decision shall arrive in Bengal.

As the Resolutions we had taken, during the Separation of General Clavering and Mr. Francis from our Council, were the Result of their Acts, and of the fullest Conviction operating on our Minds, both of their Obligation to us, and of the legal Incompetency of any Powers vested in the Board, or in any individual Members of it, to retract them; and as in adopting those Resolutions we yielded to the sole Impulse of our Sense of public Duty, in Repugnance to our personal Feelings; we are happy that your Interposition has freed us from so painful a Necessity, and most sincerely wish that it will prove the Means of restoring that Peace and Harmony to the Government, which have been broken by the past Transactions.

This Determination we shall without Delay impart to the other Members of our Council, and shall propose to meet them To-morrow Morning in Council, on the Footing which you have recommended.

We have the Honour, &c.
(Signed) Warren Hastings,
Richd Barwell.

Belvidere,
24th June 1777.

To the Honourable Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire.

Nº 13. Letter from Gen. Clavering and Mr. Francis, to Mr. Hastings and Mr. Barwell.

Gentlemen,

We have the Honour to acknowledge the Receipt of your Letter, dated this Evening, inclosing a Copy of one which you inform us you had separately written to the Judges, and repeating to us your Resolution of conforming implicitly to their Advice.

Understanding hereby that you mean to recede from your Resolution of Yesterday, and that all Parties are to be placed in the State in which they were before the Receipt of the last Advices from England, the Claims of each being reserved, General Clavering means, under this Idea, to do himself the Honour of attending his Duty in Council To-morrow, in Compliance with the Summons he has this Evening received from the Governor General.

We have the Honour, &c.
(Signed) Jnº Clavering,
P. Francis.

Fort William,
24th June 1777.

To the Honourable the Court of Directors for Affairs of the Honourable the United Company of Merchants of England trading to the East Indies.

Honourable Sirs,

We have duly received your Commands of the 25th October 1776, with the Postscript, dated the 30th October, and the several Papers accompanying that Dispatch, as well as the Letters from your Secretary, bearing Date the 12th and 15th November, and their Enclosures.

For the Transactions which have passed in consequence of the Receipt of these Advices, we beg Leave

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Leave to transmit to you, without a Comment, a complete Copy of all our Proceedings from the 20th Instant to this Day inclusive.

We are, with Respect,
Honourable Sirs,
Your most faithful humble Servants,
Warren Hastings,
J. Clavering,
Rich[d] Barwell,
P. Francis.

Fort William,
the 25th June 1777.

Calcutta, the 28th of June 1777.

To the Hon. the Court of Directors.

Honourable Sirs,

The Receipt of your General Letter of the 25th of October 1776, with a Postscript, dated the 30th, and sundry other Papers annexed to it, has been followed by Two Events of a most extraordinary and alarming Nature. Either of them singly might have been attended with Consequences fatal to the Peace and Security of this Government; but we are happy to be able to inform you, that neither of them have actually produced those Consequences, and that this Government is restored to as much Tranquillity as could possibly succeed to the most alarming Disorder and Confusion.

The first Fact to which we refer, is the Claim and Assumption of the Government by General Clavering, opposed by a positive Refusal on the Part of Mr. Hastings to surrender the Government, and the Resolution of Mr. Barwell to support him in that Refusal.

The second Fact is, the Attempt made by Mr. Hastings and Mr. Barwell to remove General Clavering from his Seat in Council, and from the Chief Command of the Forces in India.

Our separate Proceedings as a Board on the 20th Instant, with the Papers which form an Appendix to them, will give you a perfect Knowledge of the first Transaction: The Proceedings of Mr. Hastings and Mr. Barwell, in a Council held by them, by Adjournment, from the 20th to the 23d Instant, will inform you of the Second. We beg Leave to refer you to the compleat Copies of our respective Proceedings, which are sent Home by the present Conveyance.

In this Address we mean to confine ourselves to a short and distinct Narrative of the several Facts, in the Order in which they happened, without any Observations of our own. This Narrative, and the Papers entered on our Proceedings, will naturally throw a Light on each other, and explain to you the whole Transaction.

Your Packet arrived here on Thursday the 19th Instant, containing a Postscript, dated the 30th of October 1776, to your General Letter of the 25th of the same Month, with sundry other Papers, relative to the Resignation of Mr. Hastings of the Office of Governor General, and to the Nomination and Appointment of Mr. Wheler to the Seat in Council, avoided by the Resignation of Mr. Hastings, and consequent Promotion of General Clavering to the Place and Office of Governor General. An attested Copy of an Instrument, under His Majesty's Sign Manual, by which His Majesty consents to, approves, and confirms the Appointment of Mr. Wheler, was received at the same Time, and read in full Council. As soon as they were read the Council broke up, though regularly, as we conceive, the Surrender of the Chair, and the Keys of the Fort, and of the several Treasuries, should have been immediately made to General Clavering. Considerations of respect to Mr. Hastings induced General Clavering to wait a reasonable Time for the formal Surrender of the Government to him; but Mr. Hastings having made no Communication whatsoever to General Clavering before 10 o'Clock the next Morning, the General thought it incumbent upon him to send a formal Requisition in Writing to Mr. Hastings, of the Keys of the New Fort, and of the Treasuries. He then ordered the Secretary to summons Mr. Barwell and Mr. Francis, in his Name, as Governor General, to meet him in the Council House at 11 o'Clock. Considering his actual Situation at this Time, you will see that the General was reduced, by Mr. Hastings's Silence, to decide instantly between Two opposite Resolutions, either to assert the Right which had devolved to him, and to take the formal Steps necessary for assuming the Government, or to have acquiesced in Silence in the continued Possession of it by another. We submit to Judgment, how far such a negative Acquiescence might have been deemed an indirect Surrender of his Right. But the Circumstances he was in would not permit him to confine himself to a simple Non-Assertion of it: A Summons had been issued on Thursday, for the Meeting of the Council at the Revenue Board on Friday. He must have acknowledged the Validity of that Summons, and met Mr. Hastings in Council, as Governor General. No Interval was left in which he could have declined doing an Act, by which the strict Rights actually vested in him might have been materially prejudiced. The Arguments which convince us that the Government devolved on General Clavering, instantly on the Receipt of the Company's Letters, and which constitute the Defence of our subsequent Conduct, are stated at large in our Minute, dated the 23d Instant, and entered in the Appendix to our Proceedings of the 20th Instant.

Mr. Francis complied with the Summons issued in the Name of General Clavering, who took the Oaths in the Council Room as Governor General; other Orders preparatory to the Proclamation were then directed to be made out; but no Act of Government whatsoever was issued by us as a Board. In about Two Hours after our Meeting, the General received a Letter signed by Mr. Hastings and Mr. Barwell, in Answer to his Requisition to Mr. Hastings; in which they declare, that

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that "they had thought it incumbent on them to inform him, that they knew of no Act or Instru-
"ment by which the Place and Offices of Warren Hastings, as Governor General, are vacated, nor
"by which they have actually devolved on him; and that they were resolved to assert and maintain,
"by every legal Means, the Authority and Trust which had been reposed in Mr. Hastings, by the
"13th Act of His present Majesty, and by a Deed of Government, under the Hands of the
"Honourable the Court of Directors, and the Seal of the United East India Company, until the
"same should be avoided by his Resignation, or Death, or by the express Command of His Ma-
"jesty, His Heirs and Successors; without which it is declared that he shall not be removed."

Considering the peremptory Declaration contained in the above Letter, that not only a Right was claimed, but a decisive Resolution avowed to assert and maintain it at all Events; and revolving in our Minds the fatal Consequences of a Competition for the Government, which, if continued with equal Obstinacy by both Parties, could only be decided by Force; we determined at once to recede so far from the instant Execution of your Orders, as to submit the strict Rights founded on them, and on a solemn Act of the Crown, to the Judgment and Authority of the Judges; and began to draw up a Letter to them for that Purpose. Before it could be finished, we were informed, by a Letter from the Secretary of the Revenue Board, that the Judges were assembled there with Mr. Hastings and Mr. Barwell, and that the Papers received from the Court of Directors were demanded. We ordered our Secretary to inform him in Return, that we were actually employed in preparing an Address to the Judges, on the Subject of those Letters. We then resolved to suspend all further Proceedings, and broke up the Council.

Our Letter to the Judges was sent to them at Six o'Clock the same Evening, by their own Appointment. It would be proper that you should consult the Letter addressed to them on the same Occasion by Mr. Hastings and Mr. Barwell, and the Letter of the 20th from Mr. Sumner, written by their Order, wherein the Papers are demanded; that you may see in one View the Nature and Terms of the Appeal on both Sides, and how far each Party was bound to submit to whatever Decision might be given by the Judges on their respective Claims.

Early in the Morning of the following Day we received an Answer from the Judges, informing us, that, "they were unanimously, clearly, and decidedly of Opinion, that the Place and Office of "Governor General of this Presidency had not yet been vacated by Mr. Hastings; and that the actual "Assumption of the Government by the Member in Council next in Succession, in consequence of "any Deductions which could be made from the Papers by us communicated to them, would be abso-"lutely illegal." We immediately declared to them, in Return, that we did not hesitate to acquiesce in their Opinion. We also immediately informed Mr. Hastings of such our Acquiescence, and sent him a Copy of our Letter to the Judges, in which it was declared.—On our Part, this Step was final.

From Saturday Morning till Monday, we remained in silent Expectation of the Resolution that might be taken by Mr. Hastings and Mr. Barwell, as we understood that Meetings continued to be held every Day, and were informed, that several Detachments of Troops had been ordered out of the Fort, and were patrolling or stationed at the Governor's House, the Council House, and other Parts of the Town.

You will easily judge what an universal Anxiety and Alarm among the Inhabitants of this populous Place, must have been occasioned by these military Appearances; and whether any Pretence was left for such Measures, after we had broken up our Meeting, suspended all further Proceedings, and referred the Papers to the Decision of the Judges, and more particularly, after we had declared our implicit Acquiescence in that Decision. Nothing, however, transpired till the Afternoon of Monday the 23d, when General Clavering received a Letter from the Secretary of the Revenue Board, notifying to him, that "the Board had declared the Places and Offices lately held by him, of Senior Coun-"sellor of the Presidency of Fort William, and Commander in Chief of the Company's Forces in "India, to be vacant." We sent a Copy of the above Letter the same Evening to the Judges, with one from ourselves. But before their Opinion on this second Reference was received, the next Morning Mr. Francis attended a Meeting of the Revenue Board, in compliance with a Summons from the Governor, and, before any other Business was introduced, moved, That all the Resolutions taken in his Absence might be reversed. To this Motion a formal Negative was given. By a Reference to the Proceedings on that Occasion, you will see, that Mr. Hastings was interrupted in his Minute by the Arrival of the Chief Justice. In consequence of a private Conversation between them, in which we presume that Terms of Accommodation were proposed on the Part of the Judges, the Board agreed to wait for their formal Opinion on our last Reference, and in the mean Time to recall or suspend all the Proceedings respecting General Clavering.

The Opinion of the Judges, "That the Board cannot, by its own Authority, either remove any "Member from the Council, or declare his Seat to be vacant," was received in the Evening, and followed by a Letter from Mr. Hastings and Mr. Barwell, in which they signify their Acquiescence in it. On the next Day, Wednesday the 25th, a full Board was assembled, at which the Resolutions taken by Mr. Hastings and Mr. Barwell, in the Absence of the other Members, were reversed, and the Orders issued in consequence of them repealed.

You are now, Gentlemen, in Possession of the several Facts, of which this extraordinary Transaction is composed. The Judgment to be given upon them, and the Measures which are to follow that

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that Judgment, can only be determined by your Wisdom and Authority. We shall not complain of any Resolution whatsoever which you may think fit to take, provided it be decisive.

We have the Honour to be,
With the greatest Respect,
Gentlemen,
Your most obedient, and
most humble Servants,
J. Clavering,
P. Francis.

EXTRACT of a Letter from General Clavering, dated the 28th June 1777.

Concerning the important and extraordinary Events which have happened since the Arrival of the Cormorant's Packet (that in the Rippon is not yet come) I beg Leave to refer you to the joint Letter written to you by Mr. Francis and myself, and to the Proceedings on both Sides. If any Facts are related or insinuated by our Opponents, more or less, or otherwise, than you shall find related therein, I must beg you will not give them the least Credit. There was not a single Order issued by Mr. Francis, or myself, as a Board, (the Note to the Sheriff excepted, to desire his Attendance) or by me, as Commander in Chief, neither on the Day of the 20th, nor afterwards.

We have acquainted you, Gentlemen, that we sent our Letter to the Judges at 6 o'Clock the same Evening, and the next Morning we signified our Acquiescence to their Opinion, both to themselves and to Mr. Hastings; yet about 8 o'Clock in the Evening on the 20th, the Guards were ordered from the Fort, and remained out till Tuesday Evening the 24th. The Reasons for that military Display, can only be accounted for on the intended Accomplishment of the Object proposed by the 4th Resolution passed by Messrs. Hastings and Barwell, in their private Meeting on the 23d; whereto, as you will observe, Mr. Francis had not been summoned. In the mean Time, Orders had been circulated to all the Stations in the Country, not to obey me; a Scheme which, had it been effected in its full Extent, could only have been supported by Acts still more violent, by throwing off their Allegiance on the Legislature and the Mother Country.

APPENDIX, N° 115.

EXTRACT of Court's Letter to Bengal, dated 23d December 1778; observing upon Mr. Hastings's Refusal to admit his Resignation.

Extract of the Company's General Letter to Bengal, dated 23d December 1778.

Par. 21. YOUR Address from the Revenue Department, dated the 25th of June 1777, together with Copy of your Proceedings from the 20th to the 25th of that Month inclusive; also a Letter from our Governor General, dated the 15th of August, were duly received; and from the Importance of the Subject contained in your Proceedings, we deem it expedient to take the best legal Opinions and Advice, before we decide finally on Questions which must necessarily result therefrom. But having not yet been able to obtain those Opinions and Advice, we proceed to make such Remarks as occur to us in the present State of this extraordinary Affair.

22. In the Governor General's Letter of the 15th of August 1777, he says, No Event ever befel him for which he was so little prepared, as for the News of the Notification made by Colonel Macleane, of his Desire to resign the Service; and as this Assertion appears to us very extraordinary, a Review of the Authority upon which the Notification was made, becomes of course an Object of our immediate Attention.

23. The Governor General's Letter has furnished us with an avowed Acknowledgment of his having constituted Mr. Macleane his Agent. But before the Receipt of that Letter, from the Conduct of the Governor General respecting Mr. Macleane, and the Part taken by him whenever that Gentleman's

Gentleman's Affairs were under Consideration in Bengal, the Court of Directors could have no Doubt of a strict Intimacy having subsisted between them; and from the apparent Zeal shewn by Mr. Macleane, for promoting the Honour and Interest of the Governor General in England, the Court had as little Doubt of Mr. Macleane having been duly authorized, by express Instructions from Mr. Hastings, to signify his Desire to resign the Office of Governor General, and his Request to have a Successor nominated to the Vacancy which would thereby be occasioned in the Supreme Council of Bengal.

24. It now appears, from the Letter before us, that Messieurs Graham and Macleane were regularly appointed the Governor General's Agents in England; that he actually gave them Powers and Instructions, in Writing, when they undertook that Office; that those Instructions contained several distinct Propositions, which Propositions required something to be done, or performed, *as the Conditions of the Governor General being confirmed in the Government*; and that the last Proposition was explained by a secret or separate Paper.

25. That besides these written Documents, the Governor General gave verbal and cautionary Injunctions to Messieurs Macleane and Graham; and that one of those Injunctions was, an earnest Recommendation *to give up the Defence of his Cause*, if it could not be maintained without being used as the Instrument of a Party.

26. The Death of Mr. Graham happening soon after his Arrival in England, and no other Person appearing to have been associated with Mr. Macleane in this extraordinary Agency, nor nominated or authorized by the Governor General to assist in negociating or adjusting the *Conditions of his being confirmed in the Government*, we must conclude, that Mr. Macleane remained the Governor General's sole Agent in England for that Purpose; and from the Governor General's own Account, now under Consideration, we remain of Opinion, that Mr. Macleane was duly authorized and empowered to agree to such Conditions on the Governor General's Behalf, as might appear to him expedient, respecting the Objects of his Negociation.

27. The Governor General says, Mr. Macleane has, in this Instance, exceeded his Powers; of the Truth of the Assertion the Court are not competent to judge. The Governor General has not yet thought proper to define the Powers actually given to Mr. Macleane; he has not communicated to the Court the written Propositions which he required to be complied with, as the Conditions of his being confirmed in the Government of Bengal; nor informed us what are the Contents of the Paper which was explanatory of the last of his Propositions; nor has he acquainted us with the Purport of more than One of the verbal Injunctions alluded to in his Letter.

28. If the usual Accuracy of the Governor General had been observed, we should not have been at a Loss to affix precise Ideas to his Declarations. In the Information which he is now pleased to communicate, he mentions the *Conditions of his being confirmed in the Government.* But it is notorious that he was at that Time in full Possession of the Government; that he had been so for several Years; that he had also been actually and recently confirmed therein by a most solemn Act of Parliament; that the Act of the Legislature was full, complete, and stood in no Need of Confirmation; of which we assure ourselves the Governor General was fully aware when he gave his Instructions to his Agent.

29. In order, therefore to account for this singular Phrase, namely, the being "*confirmed in the Government*," we must be of Opinion, that it contains a direct Implication, that if the required Conditions were not obtained, the Governor General *would not remain in the Government*; and this Idea is in perfect Agreement with the Instructions produced by Mr. Macleane, in the Governor General's own Hand Writing, declaring, *That he would not continue in the Government of Bengal, unless the Conditions therein specified were complied with.*

30. The Credit due to the Testimony of Messrs. Vansittart and Stewart, must be determined by the general Character of those Gentlemen. The Governor General says, He never called them to bear Witness to his Transactions. We can readily allow that the Governor might not think it necessary to call them in as formal Witnesses, nor to authorize them to give Testimony on the above Occasions; but it was sufficient for the Court of Directors to know that they were Persons who, from their former Intimacy with the Governor General, were the most likely to possess authentic Information; and the Court had good Reason to believe they were by no Means partial to the Interest of the Person next in Succession to the Government. If, therefore, Messrs. Vansittart and Stewart were of sufficient Credit to be believed, their Evidence was unexceptionable. It was also full, explicit, and directly in point. The Means by which they obtained Knowledge of the Fact to which they gave Testimony, were candidly and unreservedly explained. Mr. Vansittart declares he was present when the Instructions were given to Mr. Macleane; and Mr. Stewart confirms the Account of Mr. Vansittart, by a solemn Asseveration, that the Governor General had declared to him that he had given Directions to the above Purpose to Mr. Macleane.

31. As to the Agent having exceeded his Powers, it is a Circumstance which can only affect the Interest of his Employer and his own Reputation. The Governor General had selected and chosen Mr. Macleane, upon the most intimate, perfect, and personal Knowledge of his Ability, Principles, and Conduct. His Commission and Instructions were concealed by the Governor General from the Court of Directors, and remained unknown to them till announced by Mr. Macleane himself; but when he stood forth as the public and avowed Agent of the Governor General, and declared himself "*authorized, empowered, and directed* to signify to the Court of Directors his Desire to resign his Of- fice

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"fice of Governor General of Bengal, and to request their Nomination of a Successor to the Va-
"cancy which would be thereby occasioned in the Council;" and when the Court found his Declarations confirmed by the respectable Testimony of the Governor General's most intimate Friends; they could no longer hesitate to receive Mr. Macleane as the undoubted Agent of the Governor General, to treat his Propositions as those of his Employer, and consequently to accept the proposed Offer of Resignation.

32. After avowing the Commission and Instructions given to his Agent, we must declare, that the Extracts quoted by the Governor General are nugatory. The Offer of Resignation was made subsequent to the Date, and even to the Receipt of all those Letters. The Governor General has put it beyond a Doubt that Mr. Macleane acted by his immediate Authority. He has no where pointed out to the Court of Directors the Time when the Negociation of his Agent was to commence, nor the Period to which his Commission was limited; the Letters referred to, contain no Revocation or Abridgement of the Powers of Mr. Macleane; and as to the Governor General's Intimation, that subsequent Correspondence with Messrs. Macleane and Graham might have operated to destroy Conclusions drawn from former Instructions, the Court of Directors think it sufficient to remark, that to this Hour they remain totally ignorant of the Contents of such Correspondence.

33. In regard to the Proceedings had in Bengal, although General Clavering acted unwarrantably, and even illegally, in directing the Secretary to issue a Summons in his Name, as Governor General, to Messrs. Barwell and Francis to meet him in Council, and Mr. Francis in concurring in those Transactions, before Mr. Hastings had acknowledged and confirmed the Proceedings of his Agent, we cannot nevertheless but be displeased at the Governor General, for not giving a direct and candid Explanation of the whole Transaction. But the Governor General has now sufficiently explained the Motives of his Silence. He tells us, he could not disavow the Declarations of Colonel Macleane, without appearing adverse to a Man who had given him the most undoubted Proofs of his Friendship, and who, *though in this Instance he had exceeded his Powers*, he knew had been actuated by a sincere and honest, though a mistaken Zeal to serve him. This open Declaration of the Governor General needs no Comment.

34. If the Answer of the Governor General and Mr. Barwell, that they knew of no Act or Instrument by which the Place and Office of the Governor General were vacated, had been accompanied with a direct Disavowal of the pretended Authority by which the Offer of Resignation had been made to the Court of Directors, the Governor General had been less reprehensible; and surely the solemn Proceedings in England, undeniably evinced by the Documents before him, rendered such Explanation his indispensable Duty. Indeed, official Deference to his Employers, had there been no other Motive, required that the Governor General should, in the most unreserved Manner, have contributed to detect a flagrant Imposition, if he found such had been practised in his Name upon the Court of Directors of the East India Company.

35. But however great the Improprieties above noticed may be, they bear very little Proportion to the subsequent Proceedings of the Governor General and Mr. Barwell.

36. In the first Place, it was an Act of Indecency in the Governor General and Mr. Barwell to meet, even by Adjournment, as a Council, to enter upon Public Business, and to form the most important Resolutions, without having summoned Mr. Francis to attend his Duty as a Counsellor at every such Meeting; but Mr. Francis has declared, that he neither received a Summons, nor knew till late in the Day, and then only by Report, that a Board had been assembled, by which the Offices of General Clavering had been declared vacant.

37. It was an Act of great Presumption in the Governor General and Mr. Barwell, to resolve and declare, that General Clavering had vacated his Place of Commander in Chief of the Company's Forces in India, to which Command he had been appointed by a special Commission from the Company, without admitting that he had succeeded to the Office of Governor General.

38. And we must be of Opinion, that the Resolutions and Declarations of the Governor General and Mr. Barwell, that General Clavering had vacated the Office of Senior Counsellor of the Presidency of Fort William in Bengal, and that Mr. Barwell was promoted to the said Office of Senior Counsellor, were to all Intents and Purposes not only unwarrantable but illegal.

39. We have thus given you our Sentiments on these extraordinary Transactions. What Measures it may be necessary for us to take in consequence thereof, in order to retrieve the Honour of the Company, and to prevent the like Abuse from being practised in future, will have our earliest and most serious Consideration, so soon as we shall be furnished with the Opinions mentioned in the former Part of this Letter. But we cannot, even for the present, dismiss the Subject, without expressing our Approbation of the Sentiments of Mr. Francis, minuted on your Proceedings of the 24th of June.

APPENDIX,

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APPENDIX, N° 116.

EXTRACT of Bengal Secret Consultations, the 4th October 1773.

Extract of the Treaty between Suja-ul-Dowla and the East India Company; dated Benares, 7th September 1773.

TO prevent any Disputes arising concerning the Payment which shall be made by the Vizier, for the Expences of the Company's Troops that may march to his Assistance; It is agreed, that the Expence of a Brigade shall be computed at Two Lacks Ten thousand (2,10,000) Sicca Rupees per Month, according to the Currency of the Province of Oude. By a Brigade, is meant as follows; viz.

2 Battalions of Europeans.
6 Battalions of Sepoys.
1 Company of Artillery.

The Expences of the said Troops shall be defrayed by the Vizier from the Time that they shall have passed the Borders of his Dominions, till they return within the Borders of the Province of Bahar; and, exclusive of the above-mentioned Sum, no more shall on any Account be demanded from him.

APPENDIX, N° 117.

EXTRACT of Court's Letter to Bengal, dated 23d March 1770.

Par. 134. IT is our express Orders, and we hereby positively direct, that you do not fail, *every Year*, to advertise for, and receive such Proposals as may be offered, for supplying the Troops with Provisions, and for furnishing Draft and Carriage Bullocks to be employed with our Army; and that you do, in all Cases, accept those Proposals which may appear most reasonable in point of Charge; and you are also to take Care, that in all your Advertisements a sufficient Time be allowed, before the Expiration of the Contract which may then subsist, or the Time which you may limit for receiving Proposals, for such Persons who may become Candidates for the Contractorship to prepare their Proposals for such Contract.

The above Order was again enforced by Court's Letter to Bengal, dated 23d December 1778; Extract whereof is as follows:

Par. 101. But although the Governor General has thought proper to express so direct and pointed a Disapprobation of the Mode adopted and positively enjoined by the Company, for conducting so great a Branch of their Affairs as that of the Army Contract; we nevertheless adhere to the Propriety of the Court's Orders, and hereby renew the Injunction, that you fail not, *every Year*, Three Months at least before the Expiration of the subsisting Contract, to advertise for, and receive such Proposals as may be offered, for supplying the Toops with Provisions, and for feeding Bullocks and Camels to be employed with the Army; and that in all Cases you accept the lowest, with sufficient Security for Performance.

EXTRACT

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EXTRACT of Court's General Instructions to the Governor General and Council; dated 29th March 1774.

Par. 36. As all the Company's Business, which can conveniently be performed by Contract, is so performed in Bengal; we have only to direct, that all Contracts, with the Conditions, be publicly advertised, and sealed Proposals received for the same; that every Proposal be opened in Council, and the Preference given to the lowest, provided sufficient Security shall be offered for the Performance; and that all such Proposals, with all Proceedings thereon, be entered in a Book to be kept apart for that Purpose, and regularly transmitted to us.

APPENDIX, N° 118.

PROCEEDINGS of the Governor General and Council, in consequence of the Court's Orders of 23d December 1778, relative to Mr. Belli's Agency.

Extract of the Company's Letter to Bengal, dated 23d December 1778.

107. IN your Plan for victualling the New Fort, we observe the Stores are to be furnished by the Agent at the Bazar or Market Price, and changed at his Expence so often as shall be found necessary. They are to be purchased with the Company's Advances, and the Agent is to be allowed a Commission, or Per-centage, for Losses which may be occasioned by Decay, Wastage, and Variation of the Markets; and also for Servants Wages and other Expences.

108. In order to ascertain what Sum would be a reasonable Compensation for the Agent, you very properly agree to consult the principal Merchants of Calcutta on the Subject.

109. The Persons consulted were, Mr. John Robinson, Mr. Charles Croftes, and Mr. David Kellican. They report 12 per Cent. as a Compensation for Loss by Decay, Wastage, and Variation of Markets; 5 per Cent. for the Agent's Trouble; and 3 per Cent. for Cooley Hire, Servants Wages, and Charges of that Nature; amounting in the Whole to 20 per Cent. upon the Prime Cost of Stores to be provided.

110. In the Governor General's Minute, respecting the Cost and Expenditure of Stores, it is stated, that a Loss has been sustained of 45 per Cent. per Annum for Two Years; the Governor General therefore concludes, that an Allowance of 20 per Cent. would neither afford the Agent the smallest Encouragement, nor even the Prospect of an Indemnification for Losses, which might be sustained in perishable Stores.—He therefore moves, that 30 *per Cent. per Annum* be allowed upon all Stores to be provided by the Agent.

111. Mr. Barwell says, the Opinion of Merchants cannot be opposed to Facts; and that, as the Loss sustained had been 90 per Cent. in Two Years (or 45 per Cent. per Annum) he gives his Assent to the Governor General's Proposal for 30 per Cent. per Annum. But if the Company's Interest had been duly regarded by the Governor General and Mr. Barwell, they must have observed, that the excessive Loss of Grain, upon which their Estimate was calculated, had been occasioned by the Want of proper Magazines, and by other Circumstances, easy to be remedied or corrected; and therefore ought not to have been urged as Arguments for granting 30 per Cent. instead of 20 per Cent. Commission, in direct Opposition to a Report, made at your own Request, by the most respectable Merchants in Calcutta; who doubtless would have gladly taken the Contract upon the Terms of their own Propositions.

112. As the Idea of taking the Opinions of Merchants originated with Mr. Francis, we find he resolved to abide by their Opinion.

113. General Clavering has justly objected to the immense Profits of the Agent. He estimates the Amount of Provisions for the Fort at Three Lacks of Rupees, and of course the Agency at Rupees 90,000.

114. And besides the Commission to be paid by the Company, the General observes, that Merchants calculate upon a Profit being gained, from 15 to 25 per Cent. on Provisions brought from the Country to Calcutta; he therefore concludes, that the Agent may secure an additional Profit of 20 per

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20 per Cent. on that Account, which added to his Commission, renders the total Rupees 1,50,000 on the First Half Year's Delivery of Stores.

115. The Mode of the Agent's Appointment was also objected to by General Clavering. The Person proposed by the Governor General was Mr. Belli, his private Secretary. The General reminds the Board of the Company's Order, that Contracts should be advertised. Had this Mode been pursued, the Governor General's Secretary could only have obtained the Agency on the lowest Terms. The Governor General objected to advertising, lest the World should know what Provision was made for the Defence of the Fort. This Reasoning the General reprobates, because, supposing it publicly known that Four Months Provisions were safe in the Fort, it would discourage an Enemy, rather than invite them to attack the Place.

116. In answer to the General's Observations, the Governor General has pledged himself, that, if required by the Court of Directors, the Profits arising from the Agency shall be paid into the Company's Treasury, and appropriated as the Court shall direct.

117. On this View of Facts we deem it equitable, that the Amount paid, or to be paid, to Mr. Belli by the Company, for Agency, be reduced to 20 per Cent.; which Sum, for the Reasons abovementioned, must be considered as an ample Compensation for his Trouble, Risk, Loss, and all Expences whatever.

118. It is therefore our positive Order, that, according to the Engagement of the Governor General, the Agent's Accounts be forthwith laid before your Board; and that the Commission paid, or to be paid, to Mr. Belli on those Accounts, be reduced to 20 per Cent.; and likewise, that the said Commission be calculated upon the Prime Cost of Provisions furnished, and not upon the Bazar Price at Calcutta.

EXTRACT of the Proceedings of the Governor General and Council of Bengal, in their Public Department, the 13th November 1779.

The Packet of the General Barker being arrived, is opened, and found to contain Four General Letters from the Court of Directors, dated the 23d and 28th December; and 20th January and 4th February 1779, with the other Papers, as per List of Packet.

Ordered, That the Papers be distributed to the several Offices to which they belong.

EXTRACT of the Proceedings of the Governor General and Council of Bengal, in their Public Department, the 22d November 1779.

Read again the General Letters from the Honourable the Court of Directors, received at the last Meeting.

Ordered, That the Paragraphs be distributed in the following Manner:

Par^s 107 to 118, inclusive, to Mr. Belli.

Ordered, That the Secretary do require Mr. Belli's Answer to the above Paragraphs.

Governor General—I desire that the Secretary may give me an official Copy of these Paragraphs.

Ordered accordingly.

EXTRACT of the Proceedings of the Governor General and Council of Bengal, in their Public Department, 23d December 1779.

To J. P. Auriol, Esquire.

Sir,

I have received your Letter conveying to me the Extracts, relating to my Agency, from the General Letter, dated 23d December 1778, and the Governor General and Council's Commands to answer them. In obedience to which I request, Sir, that you will acquaint the Honourable Governor General and Council, that my Accounts, which I hope to be allowed some Time to examine, my immediate Attention to them for several Months past having been prevented by Sickness, and my Absence from Calcutta for the Benefit of a Change of Air, shall be laid before them as soon as possible.

At the same Time I request you will, Sir, inform the Governor General and Council, that had I imagined it possible a Demand could have been made on me to refund any Part of my Profits, or, which I esteem the same Thing, that the Governor General could have been subjected to a Penalty,

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Penalty, which the Terms of my Agency do not really enable me to indemnify him from, I would not have accepted of the Commiſſion; which indeed was given to me without any Clauſe to ſuch Effect alluded to in it.

As to undertaking the Remainder of the Duty for leſs than the Agreement to which I am bound, it is not in my Power to conſent to it. I have met with too many and ſevere Misfortunes to enable me to undertake the Riſks I run, for leſs than the Conditions on which I have ventured to hazard them.

I beg Leave to trouble you alſo, Sir, to acquaint the Honourable Board, that before I ſend in my Accounts, I can aſſure them on my Honour, the Eſtimate made by General Clavering is ſo greatly exaggerated, that the whole Profits of my Agency, which I have held now near Three Years, with a Commiſſion of 30 per Cent. has fallen ſhort of what the General aſſerted they would have been at 20 per Cent. only, by nearly One Moiety.

As the Honourable the Court of Directors have aſſented, with the General's Eſtimate before them, that I ſhould retain the Commiſſion at 20 per Cent.; which, adopting, as they do, the General's Reaſons, they muſt have imagined would be nearly double my actual Profits on the 30 per Cent.; ſurely they can have no Reaſon to require that the Profits I have received be refunded, or thoſe which I am to receive ſhould be diminiſhed, as all their Deductions proceed on a ſpeculative Eſtimate, which has turned out, in fact, to be erroneous.

I have the Honour, &c.
(Signed) John Belli.

Fort William,
20th December 1779.

EXTRACT of the Proceedings of the Governor General and Council of Bengal, in their Public Department, the 24th February 1780.

Read the following Letter and Encloſure from Mr. Belli.

To J. P. Auriol, Eſquire,

Sir,

Herewith I ſend you my Account of the Agency, ſhewing the Amount of the Payments made to me, both for the Stores delivered into Garriſon, and for Commiſſion on the Amount Purchaſe thereof, for the Purpoſe of changing the Stores and making up the Waſtage, Driage, Leakage, &c. of them; exhibiting alſo the Amount of the actual Coſt of the Stores, together with the Loſſes and Expences incurred in the Execution of this Buſineſs to the preſent Time, and the Balance or apparent Profit ariſing therefrom. By this it will appear, that the Balance or Profit to the preſent Time amounts to Current Rupees 1,52,290. 8. 6. But from this Sum muſt be deducted a Loſs (which I have not ſtruck off from the apparent Balance or Profit in the Account, as it can only be aſcertained at preſent by Eſtimate) of about 50,000 Rupees, for Loſſes, Charges of Merchandize, Cooley Hire, &c. which will be incurred by the Removal of ſeveral of the Stores now in Garriſon, and re-placing new in their Room, which freſh Lodgments I am preparing to make, and ſhall commence the Delivery of them the Inſtant that the new Granaries are compleated; which when delivered, my actual Profits in the Courſe of Three Years will amount to no more than Current Rupees 1,02,000. a Sum ſo conſiderably ſhort of that which the Honourable the Court of Directors imagined I ſhould make on a Commiſſion of 20 per Cent. only, that it ſcarcely deſerves a Comment on my Ability to return any Part of the Profits I have received, or on the Poſſibility of my undertaking the Management of this Buſineſs for leſs than the Conditions to which I am bound; yet, for the further Satisfaction of the Board, I beg Leave to trouble you with the following Repreſentations.

You will obſerve, Sir, that in the actual Coſt of the Stores they were provided ſomewhat at a cheaper Rate than the Prices allowed me by the Company; but it might have happened, that I ſhould have been under the Neceſſity of making theſe Purchaſes at a Rate conſiderably above the ſtated Prices to which I am confined to deliver at; and, as a Proof of the Fluctuation of the Markets, Oil and Ghee are now 25 per Cent. dearer than the Prices allowed me for thoſe Articles.

I requeſt alſo, Sir, that you will be pleaſed to remark to the Honourable Board, that had there happened a Scarcity of Grain, I ſhould have got little or nothing for my Labour; that many of the Advantages which I have hitherto met, are of a very precarious Nature; and that ſome of the Advantages have wholly ceaſed; for Inſtance, the Advantage gained on the original Purchaſe of the Stores lodged, is a Source of Profit which ceaſes with every particular Lodgement made; that the Advantages which I have hitherto met with in the Diſpoſal of the Salt Proviſions on Hand, which I have annually, after changing thoſe in Garriſon, may not again happen, in which Caſe my Loſſes on them would be very heavy.

I am liable to many Loſſes, and my Riſks are more than common; for a Seaſon of Plenty, when I muſt ſell, or of Scarcity, when I make my new Purchaſes, may equally prove my Loſs, and if in an extraordinary Degree, my Ruin.

Under

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Under these Considerations, it would have been Madness in me, had I ventured to have contracted for the Execution of this Business, with the Knowledge I have of it, under the Rate at which I hold my present Commission, as I could not have held an Expectation of being benefited by it in case of Accidents. And here, Sir, I beg Leave to recapitulate a Passage in my former Letter on this Subject, viz. " That as the Profits of my Agency, which I have now held near Three Years, " with a Commission of 30 per Cent. have fallen so short of what the Honourable the Court of Di- " rectors imagined they would have been at 20 per Cent. only, and have assented to my retaining " my Commission at 20 per Cent. it could never be their Intention, under such Circumstances, that " I should either refund the Profits I have received, or that those which I am to receive should be " diminished."

I have the Honour to be,
Sir,
Your most obedient,
humble Servant,
(Signed) John Belli.

Dr — The

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Dr — The Agent Victualler for the Garrison of Fort William, in Account with the Honourable Company — Cr

Dr				Cr			
To Cash received at different Times from the Honourable Company's Treasury, in Payment for the Stores delivered in the Garrison of Fort William, amounting to — — — — Ct Rups 3,83,088 5 2				By Victualling Stores, for the Amount of the actual Cost of sundry Articles, purchased and delivered into the Garrison of Fort William, amounting to — — 3,53,977 14 1			
To Ditto, received from Do, on Account of Commissions on the Amount of the different Bills for victualling Stores delivered into the Garrison of Fort William, for keeping the said Stores in good Condition, amounting to — — Ct Rups 2,67,987 12 4				Profit and Loss; the Difference of this Account being the actual Losses sustained on changing, &c. the different Articles of Stores during the Course of this Business — Ct Rs 40,338 15 11	3,94,316	14	—
				By contingent Charges for sundry Expences attending the Execution of the Business, from the Commencement to the 31st January 1780, amounting to — — — Ct Rs	1,04,468	11	—
					4,98,785	9	—
				By apparent Profit to the present Time — —	1,52,290	8	6
Current Rupees — —	6,51,076	1	6	Current Rupees	6,51,076	1	6

Fort William,
the 31st of January 1780.

(Errors excepted)

(Signed) John Belli.

Governor

Governor General,

The Court of Directors, adopting the Computation of the late Commander in Chief, have stated the Commission on the Agency as a clear and certain Profit of 30 per Cent. per Annum on the original Amount, according to the Table of Rates, added to a probable Gain of 20 per Cent. on the Amount on the First Purchase; and have made these the Grounds of their Order for reducing the Commission from 30 to 20 per Cent.

The Effect of this Order, applied to their professed Intentions and Explanation of it, and to the actual State of Agency, will best appear from the following State of it.

Agent for providing the Garrison Victualling Stores, his Account of Profit, according to the Orders of the Court of Directors.

Dr.		Cr.		
To Cash received from the Honourable Company for the first Delivery of Stores — — —	3,00,000	By Stores, Prime Cost —		— 3,00,000
To the Reduction of Commission, ordered from 30 to 20 per Cent. that is to say, of 10 per Cent. per Annum for 3 Years	90,000	* By Profit on the above, estimated at 20 per Cent. — —	60,000	
		By Commission, 30 per Cent. —	90,000	
	3,90,000	First Year's Profit, as stated by the Court of Directors in the 114th Paragraph of the General Letter of the 23d December 1779 — — — —		1,50,000
Profit allowed to the Agent in the Course of 3 Years —	2,40,000	By Commission on the Two succeeding Years		1,80,000
	6,30,000			6,30,000

* There is a Perplexity and Inaccuracy in this Mode of Computation, as it states a much greater Profit than 20 per Cent. To render it correct, the Prime Cost ought to be stated at 2,50,000, and the Profit on this Sum, calculated at 20 per Cent. 50,000, making the Whole 3,00,000. But as the Court of Directors have followed the original Error, and formed their Conclusions upon it, it is clear that the Amount produced by this Computation was the Profit which they proposed to allow to the Agent after the Deduction of 10 per Cent. from his Commission, and I have therefore retained it.

From this Account it appears to have been the Intention of the Court of Directors to allow the Agent a Profit of 2,40,000 Rupees to the present Time; but his actual Profits, unaffected by their late Order, are no more than 1,02,290 Rupees, which is less than their present Sum by R^s 1,39,710; and if it be insisted that the Letter of their Orders shall be fulfilled, in Opposition to the manifest and declared Spirit of them, his Profits will be reduced to the scanty Sum of 10,290 Rupees, or 3,400 R^s a Year, for his Risk on a Capital of 3,53,977, which is less than One per Cent.

I therefore offer it as my Opinion, and move, That this Subject be again referred, with these Explanations, to the Honourable the Court of Directors, with the Letter of the Agent recorded on this Day's Proceedings, and that they be made a Number in the Packet.

(Signed) Warren Hastings.

Agreed, That this Subject be again referred to the Honourable the Court of Directors; and that the foregoing Letter and Account, with the Governor General's Explanation thereof, be sent Numbers in the Packet by the Swallow, for their Information.

EXTRACT of General Letter from Bengal, dated 14th January 1780.

Par. 65. Previous to the Receipt of your Commands of the 23d December 1778, we had converted 26th August.
the Plan of Mr. Belli's Agency, for keeping up a constant Supply of Victualling Stores in Fort
William, for the Use of a Siege, into a Contract, and entered into written Engagements with him to 6 September.
continue the same for Five Years. We nevertheless communicated to him your Orders for restricting the Commission upon his Purchases to 20 instead of 30 per Cent, and for preparing Accounts of
his actual Disbursements, to be laid before us. By his Answer, he avers, that the full Advantages 26th December.
of his Office have fallen far short of the Computation made of what they would have amounted to, at the Allowance of only 20 per Cent. Yet, as he has promised to deliver in his Accounts, which we expect will shortly come before us, we forbear to make any Remarks upon his Case, or to take further Measures with him for the present.

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EXTRACT of General Letter from Bengal, dated 3d March 1780.

Par. 28. In compliance with your Commands of the 23d December 1778, respecting the Agency for keeping a Supply of Victualling Stores in Fort William, which were notified to Mr. Belli; he has laid before us a compleat Abstract Account of his Agency, from the Time of his Appointment to the 31st January 1780, shewing, on one Side, the Amount of Payments made to him, both for the Provision of Stores and for Commission, and on the other Side, the actual Cost of the Stores laid in, together with the Losses really sustained by the Agent in changing them, and the Expences incurred in the Execution of his Business. By the Account thus clearly stated it appears, That the Whole of the Profits reaped by the Agent, during a Course of Three Years Service, amounts to Current Rupees 1,52,290. 8. 6; but from this Sum must be deducted the Difference in Value of the present Stock from the Standard of the original Purchase, and the Charges of exchanging all the Articles which are perishable; as such Change is about to be effected; and this the Agent computes at 50,000 Rupees, so that a clear Profit is left to him of Current Rupees 1,02,290. 8. 6.—a Sum which appears much less than you were given to expect it would amount to at the Commission of only 20 per Cent per Annum.

29. We must further remark, That this Profit is partly composed of a Saving on the original Purchase, upon the Prices fixed by the Board, from the casual Fluctuation of the Markets; a Circumstance which can never happen again, unless the Quantity should be encreased, and fresh Purchases made in consequence at a favourable Rate; and partly, as the Agent assures us, by the State of the Market, at which no Scarcity has prevailed of the most essential Articles since his Appointment.

30. The Agent concludes with declaring his Inability to perform his Contract at a lower Rate than that which is allowed him; and with urging, that the Profits for Three Years, with a Commission of 30 per Cent, have fallen so far short of what you supposed they would amount to at 20 per Cent. which Commission you have assented to his retaining, that it could never be your Intention, under such Circumstances, that he should refund the Advantages he has received, than which he is to receive should be diminished.

31. Here the Matter now rests; and we beg Leave to refer it to your Justice for a final and im-
23d Dec. 1779. partial Decision; requesting at the same Time, that you will give Attention to the Letters of the
24 Feb. 1780. Agent, noted in the Margin, and to the Governor General's Minute, which makes a Number in the Packet.

2

APPENDIX

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APPENDIX, N° 119.

PROCEEDINGS of the Governor General and Council at Fort William in Bengal, relative to the Contracts for furnishing Draft and Carriage Bullocks, and for victualling the Army; concluded in 1779: Also, The COURT's ORDERS of the 11th of April 1781, on the Subject.

EXTRACT of the Proceedings of the Governor General and Council, in their Military Department, dated 15th July 1779.

Extract of Sir Eyre Coote's Minute:

Provision, Draught and Carriage Cattle Trains.

I Understand both these Contracts are in the same Hands. On the first I have a little to remark, but wish that the Articles relating to Salt, Firewood, and Earthen Pots, were more explicitly detailed, to prevent all Grounds of Dispute between the Contractors and private Men; and therefore recommend, that 2 Seer of Firewood, 1 Chattack Salt, 2 Earthen Pans, when on March Earthen Pots, be fixed as the Quantity to be delivered with every Ration of Provisions to the private Men. I further perceive, that the Contractor has an Option of providing either Beef or Mutton: I understand, from the Commanding Officer in the Garrison of Fort William, that Mutton is never served by the Contractor to the Garrison at the Presidency; and he is of Opinion, that Beef is productive of Disorders, when used during the Six hot Months of the Year. Admitting the Representation to be well founded, I am of Opinion the Contractor should be directed to provide Mutton to the Troops serving at the Presidency, and something in Addition given to his Contract. At the other Stations of the Army, I find Mutton is furnished in preference to Beef by the Contractor.

The Remarks offered to the Board by General Stibbert in his Letter, dated the 22d August 1778, on the present State of the Draft and Carriage Bullock Trains, require their immediate Attention: As we are now in State of War, I deem it unnecessary to set forth the indispensable Necessity of having these Trains put in the best Order possible; as the Success of every Operation in War depends so imminently on the good or bad Condition of the Artillery Trains. As therefore Service may be expected, and if the well-ordering of this Train can be only effected on the encreased Charges specified in the annexed Plan, it must be paid. For the Draft of these Regulations I am indebted to the Governor General, whose Attention this Business had engaged before my Arrival; and I further learn, that it carries with it the joint Recommendation of the Commanding Officer of Artillery and General Stibbert. Some few Alterations I have also made, as came within the Sphere of my own Observation; should the Board deem any further Alteration necessary, I shall only recommend the final Adjustment being made as speedily as possible.

EMENDATIONS of the BULLOCK CONTRACT.

1st. The Contractor shall engage, that within Six Months from the signing of the Contract, he shall have in Readiness 4,000 Draft and 2,700 Carriage Bullocks, at the different Places where the Artillery Train Bullocks are now stationed, or such as shall be pointed out by the Commander in Chief. They shall, at the Expiration of that Period, be mustered and examined whether fit for Service, and of Standard Size and Age, as shall hereafter be described. Should he not have the Number above mentioned ready within the stipulated Time, he shall forfeit Sicca Rupees 10 per Head of every deficient Bullock.

2d. No Cattle shall be received as fit for Service under 12 ¼ Hands, or 50 Inches high, and under 4 Years Growth, or above 6 Years Growth; nor continued after 12 Years old.

Each Carriage Bullock to bear 160 lb. Weight, exclusive of his Pad.

And the following Numbers to be allowed for the Draft of Ordnance.

24 Pounders — — — —	24.
18 — — — — —	18.
12 — — — — —	12.
6 — — — — —	6.
3 — — — — —	4.
8 Inch Howitzer — — —	14.
5 ½ — — — — —	10.
4 ⅖ — — — — —	6.
Waggon — — — —	14.
Tumbrill — —	10.

This is calculated from the Weight of the whole actually taken at 8 Maunds per Pair, and the least Number, without Fractions.

a 3. That

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3d. That the Commanding Officer of Artillery and the Commanding Officers of Trains, under the Commanders of the Brigades, be made Inſpectors General of all the Bullocks received into the Service; that they may be placed under their Charge, and that they may be reſponſible that none but proper Cattle be received; and that they report from Time to Time to the Commander in Chief, whether they are fit for Service; and if they are not, they ſhall be inſpected by Three Perſons, One on Behalf of the Commander in Chief, One on Behalf of the Commanding Officer of the Train, and One on Behalf of the Contractor. If by theſe Inſpectors they are condemned, they ſhall be immediately thrown upon the Hands of the Contractor, who ſhall be obliged to furniſh others in lieu of thoſe, within Twenty Days after they have been rejected, under the Penalty hereafter mentioned. (Vide Article 12.)

4th. Each Bullock be allowed 3 Seers of Gram per Diem, and a proper Quantity of other dry Fodder; and 4 Seers of Gram per Day on marching Days; 3 in halting Days; and 5 Seers of Straw, or Graſs; and the Contractor ſhall incur a Penalty of Three Times the actual Bazar Price of every Seer of Gram ſupplied deficient of the ſtipulated Quantity.

5th. That a diſcretionary Power be granted to all Officers upon Command, to give Orders for an Encreaſe of Food per Head for ſo many Days; which Order ſhall be given in Writing to the Contractor's Agent, that it may be his Voucher for the extra Supply to be drawn for, agreeably to the Quantity which ſuch Voucher ſhall ſpecify, at the Rate hereafter mentioned.

6th. That the Contractor ſhall keep One Keeper or Driver to each Pair of Bullocks, whether Draft or Carriage, and for loading the Bullocks.

7th. That the Drivers be muſtered, and a Return made of them with the Bullocks, and a Sirdar to every Six Drivers, to keep them in Order and to their Duty.

8th. That the Drivers have each a Pair of Shoes, a blue Turban and blue Commerband, and a Staff, with Six Cubits of Rope, to be found by the Contractor; all agreeable to a Pattern to be approved of by the Commanding Officer of Artillery.

9th. That the regular Pay of each Driver be Five Sicca Rupees per Month; and that each Driver be paid Four Sicca Rupees per Month upon the Field, in Preſence of the Perſon appointed by the Commanding Officer of Artillery, or the Commanding Officers of Trains, by the Contractor; and the remaining One Rupee to be with-held by the Contractor to furniſh them, every Three Months, with One of each of the above Articles of Accoutrement.

10th. That when the Cattle are muſtered, the Draft ſhall be provided with Bridles and Picket Ropes, the Carriage Bullocks with Pads, Bridles, and Picket Ropes, agreeable to the Muſter to be approved of by the Commanding Officer of Artillery.

11th. Nothing but Loſſes from forced Marches, and overloading, ſhall be repaid to the Contractor; that is to ſay, ſuch Cattle as drop down and die on the Road during the March. A forced March is underſtood to be any Diſtance exceeding Eight Coſs in Twenty-four Hours; and Overloading is underſtood to be any Weight above that ſtipulated in Article 2d, viz. 160 lb.

12th. That the Contractor ſhall be obliged to replace every Bullock diſcharged, dead, ſtolen, killed, or taken by the Enemy, viz.

Any Number not exceeding 12 in One Hour upon Service, and in Six Hours in fixed Stations, under a Penalty of Sicca Rupees — — — — 1000

D°	24 in	12 Hours	D°
D°	40 in	2 Days	D°
D°	60 in	4 Days	D°
D°	100 in	6 Days	D°
D°	200 in	8 Days	D°

13th. That the Cattle, when found conformable to the ſtipulated Age, Strength, and Size, and received as fit for Service, be marked in Preſence of an Officer of Artillery, whom the Commanding Officer may appoint, with the Company's Mark, and a Letter to denote the Year they are received into the Service, and a Figure for their Age.

14th. Bullocks loaded with Gram for the feeding of the Company's Bullocks, or Carriages loaded with it, ſhall be allowed to attend the Army, and be furniſhed, in Caſes of Danger, with an Eſcort, of which the Commanding Officer is the Judge.

15th. The Number of 4000 Draft and 2700 Carriage Bullocks being the Eſtabliſhment required, ſhall be kept in Pay during the Term of the Contract; but ſhould any Increaſe be required, Notice thereof ſhall be given to the Contractor, and he ſhall be obliged to ſupply the extra Bullocks in the following Manner:

Any Number not exceeding	200 within	6 Weeks,
D°	500 —	2 Months,
D°	800 —	3 Months,
D°	1,600 —	4 Months,

after the Notice ſhall have been delivered to him, under a Penalty of the Value of each Bullock, rated at 16 Rupees per Head; and for any extra Number of Bullocks ſupplied by the Contractor, he ſhall be allowed a Bounty of Sicca Rupees 10 per Head.

16th. The

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16th. The Contractor's Bill ſhall be ſigned by the Commanding Officer of Artillery, and counterſigned by the Commanding Officer of the Corps or Station to which they are attached, if of ſuperior Rank, and ſhall be certified to be agreeable to Contract, with Remarks and Exceptions (if any) within Four Days after the Muſter; which Vouchers, after paſſing through the Commiſſary General's Office, where they ſhall not lay above Eight Days, the Amount certified thereupon to be due by him, which ſhall be paid on Preſentation by the Military Paymaſter.

17th. To enable the Contractor to comply with theſe Conditions, he ſhall be allowed as follows;

	S^a R^s
For every common Driver muſtered, with the Dreſs and Accoutrements as ſhall hereafter be ſpecified — — — —	5
And for each Sardar Driver — — — —	1
For Ropes and Pads of each Bullock, Draft and Carriage taken together —	1
For 3 Seer of Gram per Day, at M^ds 2. 10. per Month for each Bullock, whether Draft or Carriage, 24 Seers calculated for each Rupee, is — —	3 12
(When on marching Days the Cattle are allowed an extra Quantity of Gram, the Contractors to be paid for, at the Rate abovementioned)	
For all Loſſes by the Enemy, Death, Rejection, &c. — —	1
All which makes together (excluſive of the Driver) for each Bullock per Month — — — —	5 12

Being for the Bullocks, Furniture, Food, and Inſurance (excluſive of the Driver) to One Pair of Draft Bullocks and One Pair of Carriage Bullocks.

18th. The Contract to be continued from the Five Years, from the

At the Expiration of Four Years after ſigning the Contract, ſhould the Governor General and Council not give Notice of their Intentions of diſcontinuing it, then it ſhall remain on the ſame Footing for One Year longer; (that is to ſay) for Six Years from the Date of the Contract; or ſhould they think proper to continue it on a reduced Number, ſuppoſe Half, then Six Months previous Notice to be given.

19th. That the Contractor may be enabled to ſupply himſelf with a proper State of Cattle, he ſhall have an Advance made to him from the public Treaſuries, when he may require it, equal to Three-fourths of the Value of his Stock, upon his giving good Security for the Amount advanced him.

20th. That a Spot of Ground be allotted to the Contractor, within Fifteen Miles of the Preſidency, for the Purpoſe of keeping ſuch Stock of Cattle as may be neceſſary for ſupplying Deficiencies which may happen.

The Contractor ſhall not hire or employ any Cattle the Property of Officers, Civil or Military, under a Penalty of 50 Sicca Rupees per Head for every one ſo employed.

That the Contractor do provide and keep in Order Six breaking-in Carriages for each Brigade, for the Purpoſe of training the Draft Bullocks, and for the due maintaining the Draft and Carriage Cattle in proper Order and Readineſs for Service; and that he be allowed Sicca Rupees 300 per Annum for each breaking-in Carriage.

It is further ſtipulated, that the Draft Bullocks for every Brigade (when not on Service, ſtanding Camps not excepted) ſhall Twice in the Week perform a March of Six Coſs, with theſe Carriages loaded as on Service, attended with the Drivers and Sirdars; that is to ſay, Six Coſs within Eight Hours in the dry Weather, from December to the Firſt of June; and Ten in the Rains; and under the Inſpection of a Commiſſioned Officer of Artillery: In like Manner ſhall the Carriage Bullocks be harneſſed, and loaded with the ſtipulated Burthen, and marched Twice in the Week: And report of their Performance made to the Commanding Officer; who ſhall, in the Monthly Review Roll, inſert or tack the Report, with ſuch other Remarks as he ſhall judge neceſſary for the Information of the Commiſſary General, for the effectual controlling this Contract.

And it is further ſtipulated, that every Draft and Carriage Bullock which ſhall be found inſufficient to perform this March as above ſpecified, only Half Pay ſhall be drawn for ſuch Bullock for that Month by the Contractor, although ſuch Bullocks may be of the proper Standard and Age, and in good Order: Should any Diſpute ariſe with reſpect to the Sufficiency or Inſufficiency of the Bullocks, it ſhall be ſettled by Three Inſpectors, as ſtipulated in Article 4th. And it is further ſtipulated, That the Contractor ſhall be allowed Three Months to train and form his Cattle from the Beginning of his Contract, before this Clauſe ſhall become in Force.

Copy of this Extract to be lodged with the Commanding Officer of Artillery, and the Colonels commanding Brigades.

EXTRACT

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EXTRACT of the Proceedings of the Governor General and Council, in their Military Department, 15th July 1779.

Extract of Sir Eyre Coote's Minute.

ELEPHANT CONTRACT.—The Remarks pointed out by General Stibbert, in his Letter, dated the 26th August 1778, appear proper, and may be adopted as Articles in all future Contracts.—The following Regulations may be formed immediately; viz.—" When Elephants are employed in carrying the Field Equipage Train, the Contractor and his Agents shall have the sole Direction in loading the Elephants and Bullocks, the Quarter Master and his People shall only give every possible Assistance; the Contractor to regulate the Number of Tents to be carried by each Elephant, provided the full Quantity of Camp Equipage is transported by the Number of Elephants or Bullocks contracted for; any Deviation from which, shall be duly reported by the Quarter Masters to their Commanding Officers, that due Notice may be transmitted to the Commanding Officer of Artillery, and Commanding Officers of Brigade, to whom the Inspection of the Train is committed, for the Information of the Board, the Commander in Chief, and Commissary General.

" Any Quarter Master or Officer loading the Contractor's Elephants or Bullocks with private Baggage or Effects, or neglecting to report all Insufficiencies in the Contractor's Elephants or Cattle, on Conviction thereof shall be dismissed from his Office."

Bengal Military Consultations, 3d August 1779.

ABSTRACT of the Artillery, Draught and Carriage Train, for a Brigade in the Field.

		FIELD PIECES.						DRAFT BULLOCKS.								
		Guns and Carriages.	Spare Carriages.	Tumbrils.	Spare Tumbrils.	Carts.	Waggons.	For each spare Gun and Carriage.	For each spare Carriage.	For each Tumbril.	For each spare Tumbril.	For each Cart.	For each Waggon.	One spare Bullock to every Six.	Total Draft Bullocks.	Total Carriage Bullocks.
Artillery Park.	12 Pounders —	2	1	4	1	—	—	10	8	10	8	—	—	—	76	
	6 Pounders —	8	2	8	2	—	—	8	6	10	6	—	—	—	168	
	5½ Inch Howitzer	2	1	2	1	—	—	6	6	10	8	—	—	—	46	
	Treasure —	—	—	1	—	—	—	—	—	10	—	—	—	—	10	
	For the Artificers	—	—	—	—	2	—	—	—	—	—	10	—	—	20	
	For the Gin —	—	—	—	—	—	1	—	—	—	—	—	16	—	16	
Sepoy Guns.	6 Pounders —	22	6	11	3	—	—	8	6	10	6	—	—	—	340	
	One Spare Bullock to every Six	—	—	—	—	—	—	—	—	—	—	—	—	113	113	
	For the Carriage of Ammunition —	—	—	—	—	—	—	—	—	—	—	—	—	—	—	569
	Total	—	—	—	—	—	—	—	—	—	—	—	—	—	789	569

EXTRACT of the Proceedings of the Governor General and Council, in their Military Department, 9th August 1779.

On the Commander in Chief's Minute, under the Head of " Provisions, Draft and Train Contract" (See Proceedings 15th July, Page 47.)

Ordered, That the Contractor for victualling the Troops be required to furnish

2 Seer of Firewood,
2 Earthen Pots,
1 Chattack of Salt,

to every Ration of Provisions; which is to be understood as the Proportion intended by the indefinite Term in the Contract, " as usual."

Agreed,

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Agreed, That the Alteration recommended by the Commander in Chief; to wit; "That "Mutton be substituted instead of Beef, for the Provision of the Troops serving at the Presidency "during the Months of April, May, June, July, August, and September," be made in the next Contract; and that it be proposed to the present Contractor, with an Offer of such an Advance on his Contract Rates as may indemnify him for any Loss which he may sustain by the Difference of Price during the Continuance of his present Contract.

On the Commander in Chief's Minute, under the Head of "Draft and Carriage Contract," (See Proceedings 15th July, Page 56.)

The Governor General proposes, That the Plan recommended by the Commander in Chief, for a new Contract for the Draft and Carriage Cattle, be approved; and that an Offer be made to the present Contractor, to contract with him on the Terms prescribed therein, instead of the Contract now in Force.

Mr. Francis — I am of Opinion, that the Service to be performed should be advertised in the Terms of the Minute, and Proposals received for executing the same; the Preference to be given to the lowest Bidder, for One Year only. Government should reserve to themselves the Power of renewing those Contracts, and obtaining better Terms for the Company at short Periods, such as One Year: If in that Period the Service be well executed, the Contract may be continued to the same Person; and this will be an Incitement to him to do his Duty. As to giving such a Contract for Five Years, I never will consent to it, nor will I sign it. At this Rate, the Hands of the succeeding Government will be tied up from retrenching any public Expence, or making any one Alteration, however necessary for the Service, or beneficial to Government.

Mr. Wheler—I agree with Mr. Francis in every Particular; and am convinced, from my own Experience, that it can neither be safe for the Contractor or prudent for Government to enter into Engagements for victualling the Army, or supply Stores to a Garrison, for a Period exceeding the Time mentioned in Mr. Francis's Minute. I beg Leave to be understood by this, I do not mean that the Contractor should of Necessity be changed Annually, but that their Engagement with Government should be renewed Annually; by which the Contractor, on the one Hand, may be relieved from a Bargain, and the Company, on the other, from an extravagant one.

The Contractor has at all Times, from being conversant in his Business—from his Stock in Hand—from a Knowledge of his own Profit and Loss, and from the Command which, by a constant Consumption of the Articles of his Contract, he requires of the Markets, the Power of serving Government upon much better Terms than any Competitor; while the Company, by encouraging Competitors, lower the Demands of the Contractor within such Limits as are advantageous to the former, while they afford sufficient Encouragement to the latter.

Mr. Barwell—I agree to the Proposition. I don't think it necessary to enter into a Discussion at this present Time, convinced as I am that it would answer no other Purpose than to prolong the Debate, and that every Person who is at the Trouble of considering the Subject and reasoning upon it, will be satisfied that the Service proposed cannot possibly be executed on a Contract of One Year or Two.

Governor General—I agree to the Motion.

Resolved, That the Plan recommended by the Commander in Chief, for a new Contract for the Draft and Carriage Cattle, be approved; and that an Offer be made to the present Contractor to contract with him on the Terms prescribed therein, instead of the Contract now in Force.

EXTRACT of the Proceedings of the Board of Inspection at Fort William in Bengal, the 19th August 1779.

EXTRACT, Proceedings of the Governor General and Council in their Military Department, dated 9th August 1779.

Resolved, That the Plan recommended by the Commander in Chief, for a new Contract for the Draft and Carriage Cattle, be approved, and that an Offer be made to the present Contractor to contract with him on the Terms prescribed therein, instead of the Contract now in Force.

(A true Extract.)
Signed, Robt Kyd, Secretary.

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EMENDATIONS for the BULLOCK CONTRACT.

1st. The Contractor shall engage, that within Six Months from the signing of the Contract, he shall have in Readiness 4,000 Draft and 2,700 Carriage Bullocks, at the different Places where the Artillery Train Bullocks are now stationed, or such as shall be pointed out by the Commander in Chief: They shall, at the Expiration of that Period, be mustered, and examined whether fit for Service, and of the Standard Size and Age as shall hereafter be described. Should he not have the Number abovementioned ready within the stipulated Time, he shall forfeit S^a R^s 10 per Head for every deficient Bullock.

2d. No Cattle shall be received as fit for Service under 12½ Hands or 50 Inches high, and under 4 Years Growth, or above Six Years Growth, nor continued after 12 Years old.

Each Carriage Bullock to bear 160lbs. Weight, exclusive of his Pad.—And the following Numbers to be allowed for the Draft of Ordnance:

24 Pounders	24
18	18
12	12
6	6
3	4
8 Inch Howitzers	14
5½	10
4⅖	6
Waggon	14
Tumbril	10

This is calculated from the Weights of the Whole, actually taken at 8 Maunds per Pair, and the least Number without Fraction.

3d. That the Commanding Officer of Artillery, and the Commanding Officers of Trains under the Commanders of Brigades, be made Inspectors General of all the Bullocks received into the Service, that they may be placed under their Charge, and that they be responsible that none but proper Cattle be received; and that they report from Time to Time to the Commander in Chief, whether they are fit for Service; and if they are not, they shall be inspected by Three Persons, One on Behalf of the Commander in Chief, One on Behalf of the Commanding Officer of the Train, and One on Behalf of the Contractor: If by these Inspectors they are condemned, they shall be immediately thrown upon the Hands of the Contractor, who shall be obliged to furnish others in lieu of those within Twenty Days after they have been rejected, under the Penalty hereafter mentioned (vide Article 12.)

4th. Each Bullock be allowed 3 Seers of Gram per Diem, and a proper Quantity of other dry Fodder; and 4 Seers of Gram per Day on Marching Days, 3 in Halting Days, and 5 Seers of Straw or Grass; and the Contractor shall incur a Penalty of Three Times the actual Bazar Price of every Seer of Gram deficient of the stipulated Quantity.

5th. That a discretionary Power be granted to all Officers upon Command, to give Orders for an Encrease of Food per Head for so many Days; which Order shall be given in Writing to the Contractor's Agent, that it may be his Voucher for the extra Supply to be drawn for, agreeably to the Quantity which such Voucher shall specify, at the Rate hereafter mentioned.

6th. That the Contractor shall keep One Keeper or Driver to each Pair of Bullocks, whether Draft or Carriage, and for loading the Bullocks.

7th. That the Drivers be mustered, and a Return made of them with the Bullocks, and a Sirdar to every Six Drivers, to keep them in Order and to their Duty.

8th. That the Drivers have each a Pair of Shoes, a blue Turban and blue Commarband, and a Staff with Six Cubits of Rope, to be found by the Contractor, all agreeable to a Pattern to be approved of by the Commanding Officer of Artillery.

9th. That the regular Pay of each Driver be Five Sicca Rupees per Month; and that each Driver be paid Four Sicca Rupees per Month upon the Field, in Presence of the Persons appointed by the Commanding Officer of Artillery, or the Commanding Officers of Trains, by the Contractor; and the remaining One Rupee to be withheld by the Contractor, to furnish them every Three Months with One of each of the above Articles of Accoutrement.

10th. That when the Cattle are mustered, the Draft shall be provided with Bridles and Picket Ropes—the Carriage Cattle with Pads, Bridles, and Picket Ropes, agreeable to Muster, to be approved of by the Commanding Officer of Artillery.

11th. Nothing but Losses from forced Marches and Overloading shall be repaid to the Contractor; that is to say, such Cattle as drop down and die on the Road during the March. A forced March is understood to be any Distance exceeding Eight Coss in Twenty-four Hours; and Overloading is understood to be any Weight above that stipulated in Article 2d; viz. 160 lbs.

12th. That the Contractor shall be obliged to replace every Bullock discharged, dead, stolen, killed, or taken by the Enemy; viz.

Any

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Any Number, not exceeding 12, in One Hour upon Service, and in Six Hours in fixed Stations, under a Penalty of	— — — —	Sa Rs 1,000
D° — — 24 in 12 Hours	— — —	1,000
D° — — 40 in 2 Days	— — —	500
D° — — 60 in 4 Days	— — —	D°.
D° — — 100 in 6 Days	— — —	D°.
D° — — 200 in 8 Days	— — —	D°.

13th. That the Cattle, when found conformable to the stipulated Age, Strength, and Size, and received as fit for Service, be marked, in Presence of an Officer of Artillery, whom the Commanding Officer may appoint, with the Company's Mark, and with a Letter to denote the Year they are received into the Service, and a Figure for their Age.

14th. Bullocks loaded with Gram for the feeding of the Company's Bullocks, or Carriages loaded with it, shall be allowed to attend the Army, and be furnished, in Cases of Danger, with an Escort, of which the Commanding Officer is to be the Judge.

15th. The Number of 4,000 Draft and 2,700 Carriage Bullocks, being the Establishment required, shall be kept in Pay during the Term of the Contract; but should any Increase be required, Notice thereof shall be given to the Contractor, and he shall be obliged to supply the extra Bullocks in the following Manner:

Any Number not exceeding	200	—	within	6 Weeks,
D° — —	500	—	—	2 Months,
D° — —	800	—	—	3 Months,
D° — —	1,600	—	—	4 Months,

after the Notice shall have been delivered to him, under the Penalty of the Value of each deficient Bullock, rated at 16 Sicca Rupees per Head: And for every extra Number of Bullocks supplied by the Contractor, he shall be allowed a Bounty of Sicca Rupees 10 per Head.

16th. The Contractor's Bills shall be signed by the Commanding Officer of Artillery, and countersigned by the Commanding Officer of the Corps or Station to which they are attached, if of superior Rank, and shall be certified to be agreeable to Contract, with Remarks and Exceptions (if any) within Four Days after the Muster; which Voucher, after passing through the Commissary General's Office, where they shall not lie above Eight Days, the Amount certified thereupon to be due by him, which shall be paid on Presentation by the Military Paymaster.

17th. To enable the Contractor to comply with these Conditions, he shall be allowed as follows:

For every common Driver mustered, with the Dress and Accoutrements, as shall hereafter be described — — — —	Sa Rs	5 —
And 6 Sicca Rupees for each Sirdar Driver.		
For Ropes and Pads of each Bullock, Draft and Carriage taken together —		1 —
For 3 Seers of Gram per Day, or 2 Mds. 10 Seers per Month, for each Bullock, whether Draft or Carriage, 24 Seers calculated for each Rupee, is — —		3 12
(When, on Marching Days, the Cattle are allowed an extra Quantity of Gram, the Contractor is to be paid for it after the Rate above-mentioned.)		
For all Losses by the Enemy, Death, Rejection, &c. — — —		1 —
All which makes together (exclusive of the Driver) for each Bullock per Month — — — — —	Sa Rs	5 12

Being for the Bullock, Furniture, Food, and Insurance, exclusive of the Driver, to One Pair of Draft Bullocks, and One Pair of Carriage Bullocks.

18th. The Contract to be continued Five Years from the At the Expiration of Four Years after signing the Contract, should the Governor General and Council not give Notice of their Intentions of discontinuing it, then it shall remain on the same Footing for One Year longer than the Contract Term; that is to say, for Six Years from the Date of the Contract; or should they think proper to continue it on a reduced Number, supposed One Half, then Six Months previous Notice to be given.

19th. That the Contractor may be enabled to supply himself with a proper Stock of Cattle, he shall have an Advance made to him from the public Treasuries, when he may require it, equal to Three Fourths of the Value of the Stock, upon his giving good Security for the Amount advanced him.

20th. That a Spot of Ground be allotted to the Contractor, within Fifteen Miles of the Presidency, for the Purpose of keeping such a Stock of Cattle as may be necessary for supplying Deficiencies which may happen.

The Contractor shall not hire or employ any Cattle the Property of Officers, Civil or Military, under a Penalty of Fifty Sicca Rupees per Head for every one so employed.

That

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That the Contractor do provide and keep in Order Six Breaking-in Carriages for each Brigade, for the Purpose of training the Draft Bullocks, and for the due maintaining the Draft and Carriage Cattle in proper Order and Readiness for Service; and that he be allowed Sicca Rupees 300 per Annum for each Breaking-in Carriage.

It is further stipulated, that the Draft Bullocks of every Brigade (when not on Service, Standing Camps not excepted) shall, Twice in the Week, perform a March of Six Coss with these Carriages loaded as in Service, attended with the Drivers and Sirdars; that is to say, Six Coss within Eight Hours in the dry Weather from December to 1st June, and Ten in the Rains; and under the Inspection of a Commissioned Officer of Artillery. In like Manner shall the Carriage Bullocks be harnessed and loaded with the stipulated Burthen, and marched Twice in the Week; and Report of their Performance made to the Commanding Officer, who shall in the Monthly Review Roll insert or tack this Report, with such other Remarks as he shall judge necessary for the Information of the Commissary General, for the effectual controlling this Contract.

And it is further stipulated, That every Draft and Carriage Bullock which shall be found insufficient to perform this March as above specified, only Half-pay shall be drawn for each Bullock for that Month by the Contractor, although such Bullocks may be of the proper Standard and Age, and in good Order. Should any Dispute arise with respect to the Sufficiency or Insufficiency of the Bullocks, it shall be settled by Three Inspectors, as stipulated in Article the 4th. And it is further stipulated, That the Contractor shall be allowed Three Months to train and form his Cattle, from the Beginning of the Contract, before this Clause shall become in Force. Copy of this Contract to be lodged with the Commanding Officer of Artillery, and the Colonels commanding Brigades.

Fort William, 9th August 1779.

EXTRACT Proceedings of the Governor General and Council.

Read Minute by the Commander in Chief, under the Head of "Provision Contract."

* Ordered, That the Contractor for victualling the Troops, be required to furnish

Two Seers of Fire Wood, } To every full Ration of Provisions.
One Chattack of Salt, }

Two Earthen Pots every Morning upon March to a Mess of Five Men, and One Arrack Pot to a Company: But none in Quarters, except Once to Recruits upon landing.

Agreed, That the Alteration recommended by the Commander in Chief; to wit, "That Mutton be substituted instead of Beef;" for the Provision of the Troops serving at the Presidency during the Months of April, May, June, July, August, and September, be made in the next Contract; and that it be proposed to the present Contractor, with an Offer of such an Advance in his Contract Rates, as may indemnify him for any Loss which he may sustain by the Difference of Price during the Continuance of his present Contract.

(Signed) Robt Kyd,
Secretary.

* Minute by the Commander in Chief, on the Provision, Draft, and Carriage Cattle Trains Contracts.

I understand both these Articles are in the same Hands. On the First I have a little to remark, but wish that the Articles relating to Salt, Firewood, and Earthen Pots, were more explicitly detailed, to prevent all Grounds of Disputes between the Contractors and private Men; and therefore recommended that

Seer of Firewood,
Salt,
Pans,
Earthen Pots, be fixed,

Earthen Pots be fixed, as the Quantity to be delivered with every Ration of Provision to the private Men. I further perceive that the Contractor has an Option of providing either Beef or Mutton. I understand, from the Commanding Officer in the Garrison of Fort William, that Mutton is never served by the Contractor to the Garrison at the Presidency, and he is of Opinion that Beef is productive of Disorders when used during the Six hot Months of the Year. Admitting the Representation to be well founded, I am of Opinion the Contractor should be directed to provide Mutton to the Troops serving at the Presidency, and something in Addition given to his Contract. At the other Stations of the Army I find Mutton is furnished in preference to Beef by the Contractor.

The Secretary acquaints the Board, that he has issued the Orders to the Military Paymaster General, Chief Engineer, and Executor of the late Army Contractor, which are directed in the Proceedings above recorded, of the 5th and 9th Instant.

Read the following Letter from the Executor of the late Army Contractor:

To

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To the Honourable the Governor General, &c. Members of the Board of Inspection.

Honourable Sir and Sirs,

I have been honoured, through your Secretary, with your Proffer of certain Alterations in the Army Bullock Contract; I voluntarily accept of them. And having, with a View to the Liquidation of my Brother's Estate, transferred its Concern in this, as well as the Victualling Contract, to Mr. Charles Croftes, who was before a Partner in them, I humbly request the new Contracts may both be made out in his Name; and further hope, that as these Two Contracts have always been kept in the same Hands, that they will now be both granted for the same Term.

I have the Honour to be, with Respect,
Honourable Sir and Sirs,
Your most obedient and humble Servant,
(Signed) Richard Johnson,
Ex[r] to the late Army Contractor.

Fort William,
the 16th August 1779.

Agreed, That the new Contracts for supplying the Draft and Carriage Cattle, and victualling the Troops of this Establishment, be drawn in the Name of Mr. Charles Croftes; and that the latter Contract be extended for the same Term as before.

Mr. Francis—I object to it, and protest against it.

Mr. Wheler—I have already given my Opinion against the Renewal of either of these Contracts for a Term exceeding One Year, and shall not sign them; nevertheless, so far as relates to the inserting of one Name instead of the other, I acquiesce, believing the Party to have had a Share in the former Contract.

The Secretary lays before the Board the following Letter from the Executor of the late Army Contractor.

To Isaac Baugh, Esquire, Secretary to the Honourable Board of Inspection.

Sir,

I have received your Letter of this Date, and accept the Terms it contains.

The Contract allows 10 S[t] Rupees full Batta, and 5 Rupees for half Batta, for Beef per Month, or 5 D° 4 P[s] each Man per Day full Batta, and 2 D° 8 P[s] each Man per Day ½ Batta. For the Period that Mutton is required, I agree to deliver it for 7 A[s] 6 P[s] each Man per Day full Batta, and 3 A[s] 9 P[s] each Man per Day ½ Batta.

I am, Sir,
Your most obedient and humble Servant,
(Signed) R. Johnson,
Ex[r] late Contractor.

Fort William,
the 18th August 1779,

The Board agree to allow the Difference required for supplying Mutton instead of Beef, to the Troops stationed at the Presidency, from April to September inclusive, during the Remainder of the present Contract; but in the new Contract they will only allow the Difference of One Anna One Pie for full Batta, and proportionally for Half Batta, as by the Custom of the Service, though not specified in the present Contract, Beef and Mutton ought to be distributed to the Soldiers in equal Quantities.

Mr. Francis—I cannot agree in this Resolution, because I am no Judge of the Prices of Provisions, or whether the Terms proposed are reasonable or not. The only Way to ascertain the cheapest Terms on which Government can be served, is by advertising publicly for Proposals.

Mr. Wheler—I can form no Judgment of the Propriety of the present Request, for want of the proper Calculations, which should accompany a Proposal of this Sort from the Contractor, and those from the regular Department of Government necessary to contract with them. I beg to be favoured with the Amount that One Anna One Pie per Man per Day, intended to be given in the new Contract, amounts to by the Year. I likewise wish to have it ascertained at the same Time, what Proportion Mutton, for the Six Months mentioned in the Contractor's Letter, bears to Beef in the Six following Months; and whether the Quantity of each is to be delivered out equally, that is, whether during the Six Months that Mutton is delivered, the Garrison is to receive the same Number of Pounds Weight in Mutton, as in Beef the Six following Months.

Governor General—I have no Objection to the latter Part of the Question remaining for Consideration; but for the short Remainder of the present Contract, I propose, that the Difference which the Contractor requires, be allowed.

Agreed, That the Difference required by the Contractor, for supplying Mutton instead of Beef to the Troops at the Presidency, from April to September inclusive, be allowed for the Remainder of the present Contract; but that the Allowance to be made on this Account in the new Contract, do remain for Consideration.

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EXTRACT of the Proceedings of the Board of Inspection at Fort William in Bengal, the 2d September 1779.

Papers and Contract for Draught and Carriage Cattle circulated.

The following Report from the Secretary, with the proposed Articles of Agreement between the Company and Mr. Croftes, for providing and feeding Draft and Carriage Bullocks, and Camels for the Service of the Army, and a Minute from the Governor General on the Subject, were sent in Circulation on the 31st ultimo.

26th August 1779.

The Secretary lays before the Board the Articles of Agreement which have been prepared by the Company's Attorney, between the Company and Mr. Charles Croftes, for providing and feeding Draft and Carriage Cattle for the Service of the Army. The Instructions of the Board being only to make Emendations to a former Contract, held by the late Mr. Ernest Alexander Johnson, such Parts of that Contract as were not affected or taken away by them, have been continued in the present one to Mr. Croftes. The following Covenants are therefore inserted on the Part of the Contractor; viz.

To find and supply so many Camels as the Army may require; as also to feed, and provide with proper Attendants, all Camels in the Service of the Army, which are the Property of the Company.

To keep proper Agents or Deputies with the different Brigades or Detachments of the Army, to perform the Exigence of the Contract.

The following Covenants are continued on the Part of the Company:

To discharge the Contractor's Bills either at the Presidency or at the respective Stations where they may become due, at the Option of the Contractor: To furnish the Contractor with sufficient Escorts, for conveying his Bullocks and Camels to and from the Army.

The following Clause in the 18th Article of the Emendations, has been omitted in the Contract:

"Or should they (the Governor General and Council) think proper to continue it on a reduced Number, suppose One Half, then Six Months previous Notice to be given."

The Company's Attorney has informed the Secretary, that as no Proportion for the reduced Establishment is ascertained by the Instructions, it is impossible to frame a Covenant extending the present Articles on indefinite Terms: It has not therefore been noticed in the Contract. That the Company however have the full Effect intended by this Clause, of binding the Contractor to hold his Contract after the Five Years, on any reduced Scale they may think eligible, by giving him the Notice prescribed by the Deed, that the Contract shall not extend beyond the *Five Years*; in which Case, finding that it will have a certain Period at the Expiration of that Term, he will willingly engage for the other, or Sixth Year, on such Conditions as the Company please.

A small Variation has been made from the 3d Article of the Emendations, which stipulates, That "in case the Persons who are appointed Inspectors of the Bullocks provided by the Contractor, shall report any of them unfit to be received into the Service, they shall be examined by Three Persons; One on Behalf of the Commander in Chief, One on Behalf of the Commanding Officer of the Train, and One on Behalf of the Contractor; by whom if they are condemned, they shall be returned upon the Contractor's Hands."—Had the Deed been drawn conformable to these Instructions, no such Rejection could have been made, unless *all* the Inspectors concurred in their Judgment of the Unfitness of the Bullocks; and as One of these Persons, being appointed by the Contractor, would naturally incline strongly to his Interest, it may be reasonably expected, that in most Cases no such Rejection would be assented to by him. That the Intention of this Clause might not therefore be rendered nugatory, it is declared by the Contract, that the Opinion of a Majority of the Inspectors shall, in case of Difference, be sufficient to warrant the Rejection.

Mr. Croftes has offered Mr. Richard Johnson and Mr. John Petrie as his Securities for the Performance of his Engagements, for the Acceptance of the Board.

(Signed) J. Baugh,
Secretary.

31st August 1779.

The Governor General having carefully perused the Emendations for the Bullock Contract, proposes the following Alterations:

Instead of the 12th Article, he proposes, That the Contractor shall be obliged to replace every Bullock discharged, dead, stolen, killed, or taken by the Enemy; viz.

Any

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Any Number not exceeding	12, in 6 Hours	Under a Penalty of 16 Sicca Rupees for each deficient Bullock.	
D° — —	24, in 12 Hours		
D° — —	40, in 2 Days		
D° — —	60, in 4 Days		
D° — —	100, in 6 Days		
D° — —	200, in 8 Days		

This is intended to proportion the Penalty more accurately to the Deficiency.

After Article 18, to be added the following Clause:

And it shall be lawful for the Governor General and Council, at any Period after the Expiration of 18 Months from the Date of the Contract, to reduce any Part of the above Establishment, giving previous Notice of Six Months to the Contractor; at the Expiration of which Time the Reduction shall take place: And to indemnify the Contractor for the Loss which he shall sustain by the superfluous Stock which will lie on his Hands, and by the Deprivation of such Part of his Contract, he shall be allowed, for each reduced Bullock, at the Rate of 13 Sicca Rupees per Annum for the remaining Term of his Contract. For Example: If, at the Expiration of One Year and a Half from the Date of his Contract, he shall have Orders to reduce the Establishment to 5,700 Bullocks, he shall be allowed, at the Expiration of Two Years from the Date of his Contract, for the reduced Number, being 1000, an Indemnity of 39,000 Sicca Rupees.

This Clause is proposed as a Provision for any Reduction of the Establishment which may be thought necessary during any intermediate Term of the Contract, no such Provision being made in the Emendations.

The Rate proposed for the Indemnity is founded on the following Computation:

The Capital Stock of the Contractor is stated to be R^{s}2,50,000; which, divided by 6,700, the Number of Bullocks on the actual Establishment, is about R^{s}37. 4 A^s for each Bullock; on which is proposed to be allowed, if discharged at the Expiration of Four Years from the Date of the Contract, One Half of the Prime Cost, being — —	R^s 8	—
Indemnity allowed for the superflous Stock on Hand, and the Deprivation of the Profit for One Year, 25 per Cent. on the assumed Capital for One Year, 25 per Cent. on the assumed Capital of 37. 4. — — — — —	9	8
Total Indemnity for One Year —	17	8
By the same Computation, the Indemnity for 2 Years will be — — —	27	—
3 Years — — —	36	8
4 Years — — —	46	—

By the proposed Indemnity, the Contractor will receive for each Bullock, for the same respective Periods, as follows;

For One remaining Year — — —	13
For Two remaining Years — — —	26
For Three remaining Years — — —	39
For Four remaining Years — — —	52

And this Mode being the least intricate, is therefore preferred.

The Governor General proposes, that the Securities offered by Mr. Croftes be accepted, and that the gross Penalty of the Contract be fixed at 4 Lacks of Sicca Rupees.

(Signed)

W. Hastings.

The foregoing Papers were returned by Mr. Francis without any Opinion, that Gentleman being too much indisposed to read them.

Mr. Wheler made the following Remark:

See the 1st of September.

Mr. Barwell now delivers his Opinion as follows:

I agree to the Governor General's Propositions.

Resolved accordingly, That the Alterations proposed by the Governor General, be made in the Contract for supplying the Army with Bullocks; that Messrs. Johnson and Petrie be accepted as Mr. Croftes's Securities; and that the gross Penalty of the Contract be fixed at Four Lacks of Sicca Rupees.

The following Minute from Mr. Francis and Mr. Wheler, having been received by the Secretary on the Evening of the 31st ultimo, was circulated the next Day, and is now read, with the Papers accompanying it.

31st

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31st August 1779.

Minute from Mr. Francis and Mr. Wheler.

We have great Reason to complain of the uncommon Hurry and Precipitation with which the proposed Contract for supplying the Army with Draft and Carriage Bullocks for Five Years, has been ingrossed, and brought before the Board to be executed, on Thursday the 26th Instant.

Considering the very extraordinary Charge which the Company is to incur by this Contract, and the Number of new and intricate Clauses and Provisions of which it consists, it was the Secretary's Duty to have prepared a Draft of the Contract, and to have submitted it to the Approbation of the Board, before he gave Directions to the Attorney for having it ingrossed: This necessary Form not having been observed, we have not a sufficient Time allowed us to consider every Article of the Contract with the Attention it deserves; but this shall not prevent our laying before the Board such Remarks as immediately occur to us, in hopes that they may still be early enough to induce the other Members to weigh the Subject more deliberately, and not to put their Names to an Instrument, in which, as we think, the Company's Interest is intirely sacrificed, and their Orders flatly disobeyed. If, nevertheless, a Majority of the Board should persist in their Intentions to execute the Contract, we shall have done as much as depends upon us at present, by stating our Objections to it, and shewing the Consequences that must attend it, supposing the Contract to take Effect.

We have already referred to the Company's Instructions relative to Contracts in general; but as we find, that in the Year 1770 the Court of Directors had entered into a very minute Inquiry concerning the particular Contracts for furnishing Draft and Carriage Bullocks, we beg Leave to annex a Copy of the Orders they gave at that Time; from which we shall only quote the following Words in this Place, that the Members of the Board, who have it in Contemplation to give away the Contract for Five Years, may know at the same Time, that they are setting the Company's Authority at Defiance.

"It is our express Order, and we hereby positively direct, that you do not fail every Year to "advertise for, and receive such Proposals as may be offered for supplying the Troops with "Provisions, and for furnishing Draft and Carriage Bullocks to be employed with our "Army; and that you do, in all Cases, accept those Proposals which may appear the most rea-"sonable in Point of Charge."

The annexed Paper, N° 2, contains a Comparison of the Expence of the *present* Establishment of Bullocks, supposing it compleat according to the Contract now existing, with that which is to be created by the *proposed* Contract. By this it appears, that the former is Sicca Rupees 13,786. 3. per Month, and the latter Sicca Rupees 58,629, making the enormous Difference or Increase of Sicca Rupees 44,842. 13. per Month. On this Footing, the Bullock Contract will cost the Company no less than Current Rupees 8,16,120 per Annum for Five Years certain, or Current R^s 40,80,600; and this excessive Charge cannot, according to the Terms of the Contract, be reduced a single Rupee, during the Five Years, at the same Time that Openings are designedly left to increase it considerably.

We solemnly protest against every Attempt to load the Company with such an immoderate Expence, and particularly against the Intention to fix it irrevocably for any Term of Years.

In the Contract now existing, and in all the former Bullock Contracts, a Clause has been invariably inserted, by which the Company, or the Government here, or even the Colonels of the Brigades, had a Power reserved to them of discharging any Number of superfluous or unnecessary Bullocks, giving One Month's Notice to the Contractor; but no such Clause is inserted in the intended Contract, so that the Company must at all Events keep up the intire Number of Six thousand Seven hundred Bullocks for Five Years, or at least pay for them, under every Change of Circumstances whatsoever, and even though they should find it necessary to reduce or new model their Army in the mean Time.

In the proposed Contract, no Distinction is made between Draft and Carriage Bullocks, or whether within or without the Provinces. Every Bullock is to be paid for at the Rate of Sicca Rupees 8. 12. per Month, or Sonaut Rupees 9. 2. 3½. including the Drivers.

By the present Contract, without the Provinces a Draft Bullock, employed or unemployed, is — — — — —	Son^t Rupees	5	—	—
Carriage D° D° D° — — — — —	—	3	10	—
Draft and Carriage, unemployed, within the Provinces, —	Son^t R^s	2	9	6

and for this he feeds them, and finds them in Drivers, Pads, Ropes, &c.

The Difference between the Two Rates is so extraordinary, that we imagine no Member of the Board, who gives his Attention to the Subject, will ever consent to it.

In the 3d Article of the Proposals it is stated, that condemned Bullocks shall be thrown on the Hands of the Contractor, but without any Penalty, which we think there ought to be, considering how much the Service may suffer, and that he is allowed Twelve Sicca Rupees per Annum for every Bullock in the Army, to make good Losses that may happen by the Enemy, Death, Rejection,

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Rejection, &c. besides a Bounty of Ten Sicca Rupees for every extra Bullock found upon Notice given.

He is to incur a Penalty of Three Times the actual Bazar Price of the Grain, if the Bullocks are not victualled agreeable to the Terms of the Contract. This latter Part the Commanding Officer of Brigade and Commanding Officer of Artillery may certify on the Bills; but as the Commissary General is to be the Check, how is he to know the *actual Bazar Price* of Grain at the several Stations?—we think it would be much better to have the Penalty fixed at a certain Rate.

By the 5th Article, the Contractor is to be paid, by extra Bills, for any Increase of Food given to the Bullocks by Order of the Commanding Officer. This we think highly unreasonable, as the Terms of the Contract are in themselves already much too liberal, and it is the Interest of the Contractor that his Bullocks should be properly fed.

The Expence of Drivers, Sirdar Drivers, Bridles, Picket Ropes, Pads, &c. was never before charged to the Company.

Losses by forced Marches or Overloading are to be made good to the Contractor; he is allowed a Sicca Rupee per Month for each Bullock, to make good Losses by the Enemy, Death, Rejection, &c. Every Bullock that dies, will be drawn for on either of those Accounts. It is difficult to ascertain the Fact; but if the Clause is admitted, at what Rate is the Commissary General to allow within and without the Province, for Draft and for Carriage Bullocks, which have died owing to those Two Causes? and what Proof or Evidence is he to accept, that the Death of the Bullock was owing to one or other of the above Causes?

Is it meant that the Bullocks loaded with Grain for feeding the other Bullocks, are to be at the Expence of the Company? if not, there was no Occasion for this Article, as they always have been and must be allowed to attend the Army.

The Bounty of Ten Sicca Rupees for every extra Bullock found in a certain Time, as expressed in this Article, is unnecessary; at least the Sum proposed is a great deal too much. By the *present* Contract, nothing is allowed for the Purchase of Bullocks, unless required within a Month's Notice; and if on such Emergency the usual Price of Bullocks should be thereby enhanced, he is allowed for any extra Price that may have been actually paid, more than Sonaut Rupees 12. 8. 0. for each Draft Bullock, and Eight Sonaut Rupees for each Carriage Bullock; but if he does not pay more than those Prices, he is to be allowed nothing. In the Bounty, there is no Distinction made between extra Draft and extra Carriage Bullocks. The former ought surely to cost more than the latter, at least there has been always a Difference both in the Price and Charges of feeding hitherto: Considering the Time allowed in the 15th Article, no Bounty should be given: The Contractor is sufficiently rewarded by the Increase, without any other Emolument.

If the Bills are not presented by the Contractor's Agent to the Officers, whose Duty it is to countersign them within a certain Number of Days after the Muster, the Contractor should be liable to a Deduction of Ten per Cent. Many Irregularities are produced from Bills being drawn sometimes Ten and Twelve Months in Arrears. After the Words, "that the Bills shall not "lay above Eight Days in the Commissary General's Office," it should be added, "unless he "has Occasion to make Reference to the Officers, who have countersigned the Bills," as this will necessarily occasion some Delay.

In order to enable the Contractor to execute this most lucrative Contract, he is to have the Value of Three Fourths of his Stock advanced to him out of the public Treasuries, when he may require it; and by the following Article, we are to provide him with a Piece of Ground for keeping his Cattle. As we know not in what Terms to express our Disapprobation of these extravagant Conditions, we shall content ourselves with stating them for the Company's Observation.

The Penalty of 50 Sicca Rupees for every Bullock hired from Officers, Civil or Military, seems to us a nugatory Clause, thrown in for no other Purpose but to give the Contract an Air of Rigour, which by no Means belongs to it: Such a Penalty can never be enforced.

To conclude; we suggest these cursory Remarks to the Board, as fatal to the proposed Contract on its own Principles, and exclusive of the Illegality of granting a Contract on any Conditions for the Term in question. Many other Objections, we doubt not, would occur to Persons better versed in the Subject than we are; but what has been said, we trust, will be sufficient to justify to the Company, and to the Public in general, the Part we have taken, or may hereafter take, in resisting so enormous and unprecedented a Waste of the Company's Property.

(Signed) P. Francis,
Edw^d Wheler.

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Company's General Letter, 23d March 1770.

It is our express Orders, and we hereby positively direct, that you do not fail, every Year, to advertise for and receive such Proposals as may be offered for supplying the Troops with Provisions, and for furnishing Draft and Carriage Bullocks to be employed with our Army; and that you do, in all Cases, accept those Proposals which may appear the most reasonable in Point of Charge; and you are also to take Care, that in all your Advertisements a sufficient Time be allowed before the Expiration of the Contract which may then subsist, or the Time which you may limit for receiving Proposals for such Contract.

And in order to prevent Abuses in future, we direct, that the Commanding Officer of our Troops at your Presidency, do require, from every subordinate Officer in the several Departments, every Fourteen Days, or oftener, a Report of the Number, Size, and Condition of the Draft and Carriage Bullocks furnished for and employed with the Army, and that he do report the same to the President and Council Monthly, or oftener, as Occasion may require; and if the Bullocks should at any Time be deficient, he shall fully explain to what Cause such Deficiencies may be justly attributed, whether to want of Size, neglect of Feeding, Mismanagement, or other Abuse, or to unavoidable Casualties or other Circumstances, such as Length of Time in Service, the Nature of such Service, or otherwise; and he is also to inform himself, and signify to our President and Council at the same Time, in all Cases, according to the best of his Judgment, how Defects of every Kind, relative to Bullocks in the Service, may be remedied.

COMPARISON between the Expence of the present and proposed Bullock Contracts.

PROPOSED CONTRACT.

4,000 Draft / 2,700 Carriage } Bullocks, a 5. 12. — —	38,525 — —	
A Driver to every Two Bullocks, is 3,350, a 5. —	16,750 — —	
A Sirdar Driver to every Six Pair of Bullocks, is 559 Sirdar Drivers, a 6. — — —	3,354 — —	
Total Monthly Expence of the proposed Contract, — S^a R^s		58,629 — —

PRESENT CONTRACT Terms and Number of Bullocks with the Army, supposing the same Number with the temporary as with the 1st Brigade in the Field, agreeable to the Establishment.

640 Draft Bullocks with the 1st Brigade in the Field.		
640 D° with the temporary Brigade.		
1,280 Draft Bullocks at 5. — —	6,400 — —	
1,125 D° with the Two Brigades at the Presidency and Burrampore.		
36 D° with the Light Infantry.		
1,161 Draft Bullocks, a 3. 7. — —	3,990 15 —	
306 Carriage Bullocks with the 1st Brigade.		
306 D° with the temporary Brigade.		
612 Carriage Bullocks, a 3. 10. — —	2,218 8 —	
	12,609 7 —	

Monthly

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		Sicca Rs.
Monthly Expence of the Bullocks for the Army by the proposed Contract —		58,629 — —
Monthly Expence of Bullocks for the Army by the present Contract — — —		
550 Carriage Bullocks with the Two Brigades at the Presidency and Burrampore; —	12,609 7 —	
14 Dº with the Light Infantry; 564 Carriage Bullocks, — — } at 3. 3. —	1,797 12 —	
Total Monthly Expence of the Bullocks for the Army per the present Contract, supposing the Establishment compleat — — —	14,407 3 — or	13,786 3 —
Difference of Expence betwixt the present and proposed Contract Monthly — — —	Sicca Rupees	44,842 13 0
Total Expence of the proposed Contract per Annum, according to the fixed Establishment, and exclusive of all additional Allowances provided for in the said Contract — — —	C.Rs 8,16,120 — —	
Ditto for Five Years — — —	C. Rs	40,80,600 — —

The Governor General informs the Board, that he shall deliver a Reply to the Minute of Mr. Francis and Mr. Wheler above recorded, which he desires may have a Place in this Consultation.

The Secretary acquaints the Board, that he has prepared an Address on the Subject of that Part of the foregoing Minute respecting himself, which he begs Leave to lay before them; and it is accordingly read as follows.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Members of the Board of Inspection.

Honourable Sir and Sirs,

It is with much Concern I perceive, in the Minute of Mr. Francis and Mr. Wheler, of the 31st of August, a Disapprobation expressed of my Conduct on the Occasion of my having brought before the Board on Thursday last, *the proposed Contract for supplying the Army with* Draft and Carriage Cattle, engrossed and ready for Execution. *As such an Opinion standing on the* public Records, without some Explanation of the Circumstance from me, may imply a Conviction of Delinquency, I hope I shall be pardoned for troubling the Board with the following Representation on the Subject. I am sensible at the same Time that I am guilty of some Irregularity in offering Remarks on the Minutes of any individual Member; but the Occasion I hope will justify the Irregularity, and that I shall have their Excuse for this Address.

On the 16th of August I received from the Secretary of the Military Department, the Emendations for a new Contract for the Draft and Carriage Cattle of the Army, which had been proposed by the Commander in Chief, accompanied with an Extract of the Board's Proceedings in that Department, approving the Plan, and directing that an Offer should be made to the present Contractor, of engaging with him on the Terms therein prescribed, instead of the Contract at that Time in force. In consequence of this Order, I immediately wrote to the Contractor in the Terms of it; and his Answer, accepting the Proposal, was laid before the Board on the 19th of last Month, and stands recorded in that Day's Consultation. In the same Letter the Contractor requested that the new Contract might be drawn in the Name of Mr. Charles Croftes, to which the Board agreed, Mr. Francis dissenting from the Resolution. Instructions were of course given to the Company's Attorney to prepare the necessary Deeds; and when they were ready, I perused them with the greatest Attention, compared them with the Plan which had been resolved upon, and on the 26th of last Month I laid them before the Board, with a Report containing such Observations as had occurred to me upon them. In that Report I specified the Variations which had been made from the Plan, the Clauses translated from the old to the new Contract, which had not been done away or affected by the Emendations, and I believe the Contract to be drawn in strict Conformity to the Resolutions and Intentions of the Board, the Variations abovementioned excepted. I was asked by Mr. Francis, Whether the Clause in the former Contract, which empowered the Governor General and Council, or the Commanding Officer of any Brigade or Detachment, during the Term of it, to discharge whatever Number of Bullocks they might think superfluous or unnecessary for the Use of the Army, on giving One Month's Notice in Writing of such Intention to the Contractor or his Agent, was introduced into the new one? or whether the Company were obliged to keep up the Whole of the proposed Establishment during the Period of Five Years? I replied, That it was not introduced in the new Contract, as that Clause had

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had been annulled by the 15th Article of the Plan, which expresly stipulated, that "the Number "of 4,000 Draft and 2,700 Carriage Bullocks, being the Establishment required, shall be "kept in Pay during the Term of the Contract." Upon this the Governor General desired that the Consideration of the Subject might be deferred, and he would revise the proposed Articles of Agreement; and it was not the Intention of the Board, as I understood, that the Presentment of them on that Day should be minuted. I am sorry therefore it should have been thought necessary to take Notice of this Circumstance. The Governor General's proposed Alterations were sent in Circulation before the Delivery of Mr. Francis's and Mr. Wheler's Minute to me, though both were received the same Day.

If there was any Hurry or Precipitation in drawing the Contract, it was, I presume, rendered necessary by that Clause of it, which obliges the Contractor to provide the whole Establishment of Bullocks within a certain Time from the Day of its Execution. Every Day's Delay protracted the Operation of the Contract, and the public Service might suffer from the Suspension. Could I have imagined, however, that there were any new Clauses or Provisions which had not undergone the Consideration of the Board, and been finally settled, previous to the Transmission of them to me to be communicated to the Contractor, and his Acceptance of them required, I should most certainly have thought it incumbent on me to have submitted a Draft of the Contract to the Board for their Approbation, before it was ingrossed; but I conceived that nothing more remained than for me to receive the Contractor's Answer, to give Instructions for drawing the Deeds, and when drawn, to see that they were conformable to the Plan. I could have no Idea that any Part of it was to be revised at this Board. The Board were not, however, precluded, merely because the Contract was copied fair, from making any Alterations in it they might have thought proper. There is One more Circumstance, which I hope I shall be excused mentioning in this Place:—I have many Times laid before the Board Drafts of Contracts for their Approbation, and they have always, generally at least I may say, declined reading them, but trusted to my Examination, that they were drawn conformable to their Resolutions.

It would therefore have been a Matter of mere Form to have submitted the Draft in question to the Board before it was ingrossed, and a Delay prejudicial to the public Service might have been occasioned by an Observance of it.

I have the Honour to be, with Respect,
Honourable Sir and Sirs,
your most obedient
humble Servant,
(Signed) J. Baugh.

Fort William,
the 1st September 1779.

The following Letter from the Executor of the late Army Contractor, having been circulated by the Secretary since the last Meeting in this Department, is now entered, with the Minutes *delivered thereon by the Governor General and Mr. Wheler.*

Isaac Baugh, Esquire, Secretary to the Honourable Board of Inspection.

Sir,

I have received the Honour of your Letter of 19th Instant.

Having considered the Difference that will be occasioned by supplying Mutton instead of Beef, I find it to be 1 Anna and 6 Pice Sonat per Man per Day. For the Delivery of Beef at the Presidency I now receive 5 Annas and 4 Pice: In lieu therefore of the Alteration you propose upon my Claim for the Delivery of Mutton, I beg Leave to offer, as a Medium for the whole Term of the new Contract, that the Contractor deliver at the Presidency, Mutton, for the Six hot Months (*April to September* inclusive) and during the remaining Six Months, Mutton and Beef every other Day alternately; for which he shall be permitted to draw 6 Annas and 10 Pice Sonat per Day throughout the whole Year. — This Proposal only to vary under the Regulations of full and half Batta, whichever the Troops at the Presidency may be entitled to receive.

I have the Honour to be,
Sir,
Your most obedient
humble Servant,
(Signed) R. Johnson,
Ex^{r} late Con^{r}.

Fort William,
the 24th August 1779.

Governor General — The Offer made by the Contractor approaches very nearly to the Resolution of the Board; the Proportions being since considerably varied by my Suggestion to the Contractor, as it appears to me necessary that the Allowance of Beef and Mutton to the Soldiers, even in the Winter Months, ought to be in equal Quantities. I understand the Price of Mutton in Calcutta to be just double the Price of Beef; and the Rate now proposed will be found, on Examination, to make up the exact Difference between the Provision of Beef alone, at the former Rate; and of Beef and Mutton, in the Proportions of Three Fourths of the latter, and One Fourth of the former, at the common Rate proposed. I therefore agree to it.

5 September

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September the 2d 1779.

Mr. Wheler—Almost every Argument used in Mr. Francis's and my Minute of the 31st of August, on the Bullock Contract, applies with equal Force to the present Proposal for victualling the Troops.

The Court of Directors, in the 134th Paragraph of their General Letter by the Mansfield, dated the 23d March 1770, say,

"It is our express Orders, and we hereby positively direct, that you do not fail, every Year, to "advertise for, and receive, such Proposals as may be offered, for supplying the Troops with "Provisions, and for furnishing Draft and Carriage Bullocks, to be employed with our Army; "and that you do, in all Cases, accept those Proposals which may appear the most reasonable in "Point of Charge."

Unless such Advertisements are made, and a fair Competition allowed, I do not see how the Board can judge whether the Contractor's Proposals are reasonable or not. It cannot be expected that the Members of this Board can be competent Judges of the comparative Prices between Beef and Mutton, in all Parts of this Country, within and without the Provinces, where Troops may serve; or at what Rates the Contractor may be able to procure them, allowing for the Difference between Wholesale and Retail Purchases.

Such a Question is more fit to be decided by professional Men, than by Members of this Council. If left to make their Offers, according to the Orders of the Court of Directors, some of them would, without Doubt, bring the most reasonable Proposals before the Board, of which the Nature of the Service was capable; and it would then belong to the Board to judge which Offer was most advantageous.

I must however observe, that the Contractor states the Difference that will arise by supplying Mutton instead of Beef, to be One Anna Six Pice Sonaut per Man per Day; and in consequence of engaging to deliver Mutton only for the Six hot Months, and Mutton and Beef alternately for the Remainder of the Year, he, in Opposition to his own Principle, requires to be paid the Difference between the two Articles throughout the whole Year.

I do not believe the Price of Mutton will exceed that of Beef, supposing the Quality to be equal, and each consumed in its proper Season; but, granting that the former shall exceed the latter, even to the Extent stated by the Contractor, under what Pretence does he claim the Addition of One Anna and Six Pice per Man per Day for the whole Year, when he contracts only to change or vary the Diet for Three Quarters of the Year?

In other Respects, I must consider myself as left entirely without the necessary Information on this Subject; and can therefore only lay before the Council, for the Information of the Court of Directors, an Estimate, shewing the Difference and Excess of Expence between the late Contract and the present Proposal for victualling the European Soldiers stationed at the Presidency; together with the further Excess, provided the Contract be extended to the Supply of the whole European Establishment, *both within and without the Provinces*, which will be considerably increased, when the Establishment is compleated according to *the Proposals of the Commander in Chief.*

I have already objected to the Terms, and I now object to the Conditions, of this Contract.

COMPARATIVE VIEW of the Expence of victualling the European Soldiers, stationed at the Presidency, betwixt the present and proposed Contract.

PRESENT CONTRACT.		
1 Man for 12 Months, at 5 Rupees — — —		60 — —
PROPOSED CONTRACT.		
1 Man for 365 Days, a 3 A. 5 P. per Day — —	77 15 1	
Difference, being a Yearly Excess on the present Contract for each Man stationed at the Presidency — —	— —	17 15 1
	77 15 1	77 15 1

The Medium Number of Europeans returned at the Presidency for the last Six Months, including those attached to the Third Brigade—to the Companies of the Artillery Brigade at the Presidency and Budge Budge—the Invalids—Body Guard—and the European Women and Children—is 1,645; which, at 17 R^s 15 A. 1 P. makes the Yearly Excess on the present Contract

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Contract for victualling the Europeans attached to the Presidency — — — — — S^{t} R^{s} 29,515 12 1

753 Europeans returned upon a Medium of Three Months with the 2d Brigade, at Burrampore (but no Women or Children are included, as they are not returned) on Half Batta:

81 Europeans at Chunar and Buxar, on Ditto:

834 Men, a R. 17. 15. 1. the Yearly Excess for victualling One Man — — — — — 14,964 3 6

197 Men returned, on an Average of Three Months, with the temporary Brigade, on full Batta:

871 Men returned, on an Average of Three Months, with the 1st Brigade, on full Batta:

1068 Men, at R^{s} 35. 14. 2. the Yearly Excess on the present Contract for victualling One Man, when on full Batta, is — 38,325 10 —

Total Excess on the present Contract for victualling the Europeans of the Army, if the proposed Contract be extended to the whole European Establishment — — S^{a} R^{s} 82,805 9 7

Agreed, That the Opinions of the other Members of the Board on this Subject, be taken in Circulation, and here entered.

The Papers having been circulated accordingly, Mr. Barwell and Sir Eyre Coote subscribed to the Opinion of the Governor General.

Mr. Francis returned the Papers without perusing them, being sick. P. L.

Resolved, That the Proposal of the Executor of the late Contractor, viz. To supply Mutton instead of Beef, for the Provision of the Troops serving at the Presidency, from April to September inclusive, and during the remaining Six Months, Mutton and Beef every other Day alternately, for which he shall be allowed 6 Annas and 10 Pice Sonaut per Man per Day, throughout the whole Year, only to vary under the Regulation of full and half Batta, whichever the Troops at the Presidency may be entitled to receive, be agreed to.

EXTRACT of the Proceedings of the Board of Inspection at Fort William in Bengal, the 16th September 1779.

The Secretary having received the following Letter from Mr. Croftes on the 3d Instant, he gave Instructions to the Company's Attorney, for making the Alterations directed by the Board in the intended Contract for the Supply of Draft and Carriage Cattle.

To J^{s} Baugh, Esquire, Secretary to the Honourable the Governor General and Board of Inspection.

Sir,

I have received the Favour of your Letter of the 2d Instant, with some Alteration in the Emendations for the Bullock Contract. I request you will be pleased to inform the Honourable Board, that I acquiesce to their being inserted in the intended Articles of Agreement between the Company and me.

I have the Honour to be,
Sir,
Your most obedient and most humble Servant,
(Signed) Charles Croftes.

Calcutta,
3 September 1779.

On the 8th Instant the following Report from the Secretary, with the Contracts between the Company and Mr. Croftes, for supplying the Draft and Carriage Cattle, and victualling the Troops of this Establishment, drawn up according to the Board's Resolutions of the 2d of this Month, were sent in Circulation, accompanied by a Letter from the Company's Attorney on the Subject of the latter.

8th September 1779.

The Secretary circulates, by the Directions of the Governor General, the intended Contract ingrossed, for supplying the Army with Draft and Carriage Cattle; which has been rectified by the Company's Attorney, agreeably to the Alterations ordered by the Board on the 2d of this Month. On perusing it, the Secretary perceives the Clause beginning in the 24th Line, is not an exact Copy of that inserted in the Articles he laid before the Board with his former Report. Its concluding Part is entirely new: — " And all and every such Bullocks, when and as often as " the

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" the ſame ſhall be offered and tendered for Service by the ſaid Charles Croftes, his Executors, " Adminiſtrators, or Aſſigns, at all Times within the ſaid Space of Six Months ſo limited for the " providing the ſame, ſhall immediately be received and muſtered, and examined whether fit and " able for Service, and if the Standard Size and Age hereinbefore for thoſe Purpoſes particu- " larly mentioned and expreſſed, in order that Payment may be made to the ſaid Charles Croftes, " &c. for all ſuch Bullocks reſpectively, from the Day of their being ſo muſtered and received " into the Service." The Emendations do not authorize it; though the 15th Article fully ſhews it was not inſerted for the Benefit of the Contractor, as that would have juſtified his drawing Pay during the whole Term of the Contract, which now only commences after each ſeparate Muſter. On mentioning this Circumſtance to the Contractor, he obſerved that the Army would conſequently have an earlier Supply, which was obviouſly for the Advantage of the Service; that the Emendations were formed upon an Idea that the Contract with Mr. Johnſon was to continue with theſe Alterations, and that then the Service would not have ſuffered from the Want of an immediate Supply; but a Period being put to that Contract, it became neceſſary ſome Proviſion ſhould be made, to obviate ſuch Inconvenience.

The Secretary alſo circulates, by the Governor General's Directions, the Contract ingroſſed for Victualling the Troops, accompanied with a Letter from the Company's Attorney, in Explanation of ſome of the Clauſes.

(Signed) I. Baugh, Secretary.

To Iſaac Baugh, Eſquire, Secretary to the Honourable Board of Inſpection.

Sir,

I have the Pleaſure to tranſmit you the Articles of Agreement between the Honourable Company and Mr. Charles Croftes. I have drawn this Contract *conformable* to the Terms of the former one, except as to the Alterations preſcribed by your Inſtructions. Leſt I may, however, have miſunderſtood the Purport of theſe Conditions, I will beg Leave to ſubmit the following Remarks to you.

Your Inſtructions ſay, that the Contract ſhall extend to the ſame Term as the Bullock Contract. I have underſtood this to mean for the Term of Five Years, and not to be ſubject to a further Extenſion of One Year in default of Notice at the Expiration of Four Years, as is expreſſed by the Bullock Contract; neither is there any Proviſion ſimilar to the one in the other Deed, for reducing the Eſtabliſhment, the preſent Engagement being only to victual ſuch Troops as the Company ſhall actually retain in their Service, and not ſtipulating any given Number; and therefore, from the Circumſtances of the Caſe, totally unneceſſary.

The Contract expreſſes, that Earthen Pots and Arrack Pots are to be delivered to the Recruits on their Landing, in the ſame *Proportion* as to the Troops when on March, (i. e.) One Arrack Pot to a *Company*, and Two Earthen Pots to a *Meſs of Five Men*: *This Proportion* to Recruits on their Landing, I have taken to be the ſame as to be made to Men *on March*, as there is *no* Proviſion of Pots be made to Men in Garriſon. This muſt be the Intention of the Inſtructions, which ſay, " Two Earthen Pots every Morning upon a March to a Meſs of Five Men, and One " Arrack Pot to a Company, but none in Quarters, excepting once to Recruits upon Land- " ing."

In the old Contract there is a Clauſe, that the Contractor ſhall bear all Loſſes which ſhall ariſe from Attack of Enemies or otherwiſe; without ſpecifying what Loſſes: This Clauſe evidently was inſerted by Miſtake, from the Inſtructions for the Bullock Contract, which I believe were given to my Predeceſſor at the ſame Time. The Covenant could not apply to the victualling Contract, as the Company could not, unleſs *under expreſs Engagement for that Purpoſe*, be ſubjected to any Loſs ſuffered by the Contractor in the Articles he may have provided for the ſupplying the Troops. The Loſs muſt be his own, and the Company can only become ſubject to the Payment of any Monies under the Contract till the daily Supply is made to the Troops. For this Reaſon I have omitted it.

The Propoſals of the Contractor, ſpeaking of the Payment for the Supply of Mutton and Beef at the Preſidency at the Rate of 6. 10. per Man per Month, ſays, " this Propoſal only to vary " under the Regulation of full and half Batta, whichever the Troops at the Preſidency may be " entitled to receive." I have conſidered this to mean, that the Contractor is only to receive 3. 5. when the Troops are on half Batta, and that the mention which he makes of 6. 10. relates to full Batta: According to this Conſtruction of the Contractor's Letter, I have drawn the Inſtrument.

I am,
Sir,
Your moſt obedient
humble Servant,
(Signed) N. Naylor,
Attorney to the Honourable Company.

Calcutta,
8th September 1779.

The Contracts were returned to the Secretary, executed by the Governor General, Mr. Barwell, and Sir Eyre Coote, with the following Minutes.

Governor

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Governor General—I do not underſtand that the Clauſe extracted by the Secretary, is any Addition to the Articles laid before the Board, unleſs every legal Proviſion and technical Term of the Indenture may be called ſuch. Neither will the firſt Reaſon which he aſſigns for it, apply to it in any Senſe. The 15th Article expreſſes, that the Eſtabliſhment of 6,700 Bullocks ſhall be kept in Pay during the whole Term of the Contract; to which the Company's Attorney has ſubjoined the obvious and neceſſary Proviſion, and implied of courſe in the Article itſelf, that ſuch Number do actually exiſt; if not, the exiſting Number, or the Number mentioned, ſhall only be paid for, therefore the Clauſe in queſtion was no Proviſion for the defective Part of this Article.

The Clauſe is inſerted for the other Reaſons mentioned by the Secretary, viz. as a Proviſion for the Admiſſion and Payment of the Bullocks which are at this Time in the Service, and for ſuch as may be admitted before the Expiration of the Period of Six Months; to which the Commencement of the Contract is limited. It is no Addition, but an implied Part of the Articles.—Approved.

Mr. Wheler—I have already delivered my Objections to the Bullock and victualling Contracts; ſhould any further occur, the Board ſhall likewiſe be furniſhed with them. The Articles of Agreement are in conſequence returned without my Signature.

Mr. Francis alſo returned the Contracts, declining to ſign them.

Ordered, That Copies of the Contracts be entered after this Day's Proceedings; that they be publiſhed in General Orders; and that Copies be tranſmitted to the Commandant of Artillery, Commanding Officers of Brigades, and Commiſſary General.

The Secretary acquaints the Board, that Mr. Croftes has offered the ſame Securities for the Performance of his Contract for victualling the Troops, as thoſe for his Engagement for ſupplying the Draft and Carriage Cattle.

Agreed, That they be accepted, and that the Penalty be fixed at 75,000 Sonaut Rupees, being the ſame as that to the Contract of the late Mr. Erneſt Alexander Johnſon.

On the 9th Inſtant the Secretary received the following Minute and accompanying Papers from Mr. Francis, *which he immediately circulated to the other Members of the Board.*

Board of Inſpection,
9th September 1779.

Mr. Francis.—In Addition to the Remarks contained in Mr. Wheler's Minute and mine, of the 31ſt of Auguſt, on the propoſed Bullock Contract, I beg Leave to lay the annexed Papers before the Board, and to requeſt the Attention of the Members to the Calculations contained therein, before any further Steps are taken in this Buſineſs. Calculations of this Nature ought to have accompanied the Plan in the firſt Inſtance, that the Board might know what they were doing, and not be hurried blindly into Engagements of the Extent, Conſequences, and Expence, of which they could not poſſibly have formed an Idea.

The annexed Papers, (Numbers 1 and 2.) ſhew the full Amount of all the Draft and Carriage Bullocks *neceſſary for the compleat Service of the Three intire Brigades, ſuppoſing them all in the Field; by which it appears,* that the Number of Bullocks propoſed to be kept up for Five Years, exceeds what the whole Army on a compleat War Eſtabliſhment would require by 2,769. Theſe ſupernumerary Bullocks therefore, if they are maintained, will have nothing to do. There are not Guns or Carriages for them to draw; there is literally nothing for them to carry. But before this Time, whoever heard of keeping up a compleat War Eſtabliſhment of Bullocks, without actual Service in any Part of the Provinces? What are the Bullocks to do at the Preſidency? What are they to do at the different Cantonments? In Truth, I might, with great Reaſon, aſk (with the Exception of a very moderate Number) what Occaſion have we for an Eſtabliſhment of Bullocks any where? When they are wanted, they may be hired or preſſed, as in *fact they have been hitherto,* notwithſtanding the Contracts. But admitting that *ſome* Eſtabliſhment ought to be maintained, it will be difficult to aſſign a good Reaſon why it ſhould exceed the Complement neceſſary for the Troops in the Field. Suppoſing a Third of the Army to be maintained on a War Eſtabliſhment, the Number of Draft and Carriage Bullocks taken together, ought not to exceed 1,310. On this Principle, which of itſelf would lead us into an exorbitant Expence, the propoſed Contract is to maintain 5,390 Bullocks more than can be wanted, which for Five Years, at the new Contract Rates, will be found to amount to the enormous Sum of Current Rupees, 32,82,510, abſolutely given out of the Company's Treaſury, or ſquandered, without any Neceſſity or Service whatſoever.

N° 3. Contains a Calculation of the Difference of Expence between the propoſed Eſtabliſhment and that which would be neceſſary for the whole Army in the Field, calculated at the new Contract Rates. Even on this extravagant Principle, the Expence would fall ſhort of the propoſed Contract by near Seventeen Lack of Current Rupees in Five Years.

N° 4. Shews what the Expence of a complete Eſtabliſhment for the *whole* Army would amount to, if calculated at the *preſent* Contract Rates; the Difference between this and the *propoſed* Rates and Numbers amounts in Five Years, to no leſs than C^t R^s 30,48,854, or very near Three hundred and Five thouſand Pounds Sterling.

If a Majority of the Board, with ſuch glaring Facts before them, can entertain a Thought of proceeding farther in the propoſed Contract, I cannot hope that they will pay the leaſt Regard to any Obſervations I can make upon it. To acquit myſelf, nevertheleſs, of the Duty I owe to the

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the Company on this important Occasion, I think it right to state the following general Considerations—my present ill State of Health will not allow me to go so deep into the Subject as I should do at another Time.

Although no Evil is more severely felt, yet there is not apparently any less attended to, than the Number of Followers of the Army. They consist of a Multitude of predatory Vagrants; and whatever tends to increase their Number, tends to embarrass and impede the Service. Provisions and Forage are not only rendered constantly dearer than they need be, but frequent Scarcity of both are occasioned by this Rabble, which thereby bring into imminent Danger the Safety and Existence of the Troops.

In this View the Number of Bullock Drivers proposed, appears to be highly detrimental to the Good of the Service: It would not be credited in Europe, that Twelve Bullocks should require Seven Keepers. But this is not the Extent of the Evil: Some at least of those Seven carry along with them their Families; those have their Attendants, with Bullocks or Tattoes to carry their Provisions, and those must have Drivers, who also must have Provisions. Thus the Number of Followers increases beyond Calculation. Measures tending to reduce their Numbers would be useful indeed, and deserving of the highest Applause. But what shall we say of Schemes which manifestly tend to increase them? What Effect can they have but to increase the Confusion of our Camps, to enhance the Difficulties of procuring Forage and Provisions, to extend and weaken the Line of March; and in the End to make your Army little better than a Convoy for your Baggage?

Having not had it in my Power to enter into a particular Consideration of the new Victualling Contract, I take this Opportunity of declaring, that I entirely concur in Mr. Wheler's Remarks upon it. I find it is formed upon the same exorbitant Principles with the Bullock Contract, and to be executed by the same Persons—that is, a Variety of concealed Interests are to be provided for, under the Name of Mr. Croftes. On this Part of the Subject I must observe, that the Two Contracts ought not, on any Account, to be in the same Hands; no one Person is equal to the Conduct of Two such extensive Concerns.—In the Second Place I must declare, that the present Contractors, whoever they are, are the most improper Persons that could be chosen for the like Trust in future. The Contracts never were so ill executed as by the present Contractors; their Bullocks have never been ready or fit for Service when called upon; and the Provisions to the Europeans, particularly the Beef, has been such as must have produced a Mortality among them, if they had eaten it. The Contractor has never given an Ounce of Mutton to the Europeans in Fort William since February last; in consequence of which they have usually taken Cowries in lieu of the Carrion Beef with which he would have supplied them.

On the Increase of the Rates in both Contracts there is One general Observation to be made, which I think must strike every Man conversant in public Business. In engaging for the Supply of any Article whatsoever, the Contractor proportions his Rate or Price to the Quantity of the Thing demanded. If he supplies a little, his Rate or Price must be proportionally higher; if he supplies a great deal, he can afford to reduce his Terms; since the Profit upon the Whole compensates for the Reduction on the Rate of the specific Articles. In the proposed Bullock Contract, this universal Principle is manifestly reversed. The Number of Bullocks on the Pay of which the Contractor's Profit is to arise, is increased in nearly Proportion of Seventeen to Nine, and the Period, during which the Contract is to endure, is enlarged from One Year to Five. One would expect, from this Increase of the Period and the Number, that the Rates would have been proportionally diminished. On the contrary, however, the Company will find that the rated Pay of each individual Bullock, lumping the Draft and Carriage Bullocks together, is double what it was. Upon the Whole, the Terms voluntarily contrived and given by Government are such as I presume no Man living would have presumed to have demanded, if the Contract had been advertised in the Manner prescribed in the Company's most peremptory and repeated Orders.

(Signed) P. Francis.

PROPORTION of Ordnance for One Brigade, consisting of One Regiment of Europeans, 11 Battalions of Sepoys, and a Detachment of the Corps of Artillery; shewing the Number of Draft Bullocks necessary for dragging its Train, and for that of the whole Army.

4	12 Pounder Brass Guns, with Carriage,	10 Bullocks to each	40
28	6 Pounders Brass Guns, with Carriage	8 D°	224
4	$5\frac{1}{2}$ Inch Howitzers	6 D°	24
29	Tumbrils, Ammunition loaded	10 D°	290
1	D° Treasure	10 D°	10
2	Carts, Artificers	10 D°	20
1	Waggon for Gin	16 D°	16

Spare

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Spare Carriages and Tumbrils.

1 — —	For 12 Pounders —	— 8 Dº — — —	8
7 — —	For 6 Dº —	— 6 Dº — — —	42
1 — —	For $5\frac{1}{2}$ Inch Howitzers	— 6 Dº — — —	6
7 — —	— Tumbrils —	— 6 Dº — — —	42
			722
	Allow One ſpare to every 6 Bullocks	— — —	120
	Complement of Draft Bullocks for One Brigade on Service	—	842
			3
	Dº for Three Brigades	— — — —	2,526
2 — — 6 Pounder Guns 1 — — Tumbril	} Independant Chittagong Battalion	— —	30
2 — — 6 Pounder Guns 1 — — — Tumbril	} Battalion of Light Infantry	— —	30
	Total Draft Bullocks neceſſary for the Field Ordnance of the whole Army, ſuppoſing it in Motion on actual Service	— — — —	2,586

According to the Eſtabliſhment of 1777, the Complement of Ordnance for a Brigade on Service was *26 Pieces;* ſince that Period, 2 Twelve Pounders and 2 Howitzers have been added, which, with *the 6 Guns of the Three Battalions of the temporary Brigades* that are to be incorporated into each of the other Brigades, make the preſent Proportion 36 Pieces.

CALCULATE of Carriage Bullocks neceſſary for carrying the Muſket Ammunition and Military Stores attached to a Brigade on Service, ſuppoſing it to be of the Strength ſpecified in Nº 1; ſhewing the Number neceſſary for the whole Army, ſuppoſing it to be in Station.

196	Carriage Bullocks will carry 392 Barrels of Muſket Ball Ammunition, each Barrel containing 800 Rounds to — — — —	313,600
	Suppoſing a Brigade to conſiſt of 9,580 Men, and that 8,500 of them are fit for Service, *they* will carry in their Pouches, at 24 Rounds per Man —	170,000
	Total Muſket Cartridges for a Brigade on Service —	483,000
50	Carriage Bullocks will carry 160 H. Barrels of Powder, being the uſual Proportion for the Service.	
130	Carriage Bullocks (with 20 Haccaries, which are not provided by the Contractor) it is believed, are ſufficient for the Carriage of the other Stores in the Magazine.	
	N. B. Excluſive of the above Haccaries, the Captains of Battalions and Quarter Maſters are allowed 18, and the Surgeon Majors 10 Haccaries.	
376		
63	Spare Bullocks, in the Proportion of One to Six.	
439	Total Number of Carriage Bullocks neceſſary to be provided by the Contractor, for One Brigade on Service.	
879	Add for Two other Brigades on Service.	
1,317	Total Carriage Bullocks for Three Brigades.	
14	Allow for the Chittagong Independent Battalion.	
14	Allow for the Battalion of Light Infantry.	
1,345	Grand Total Carriage Bullocks.	

CALCULATE

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CALCULATE of the Extra Expence that would be incurred by Excess in the Number of Bullocks and Drivers, supposing no Excess in the Rates proposed.

		S^a R^s
4,000 Draft / 2,700 Carriage / 6,700	Bullocks, at S^a R^s 8. 12. or Son^t R^s 9. 2. 3. $\frac{75}{111}$ including Drivers Wages, as proposed per Month — — — —	58,629 — —
2,586 Draft / 1,345 Carriage / 3,391	Bullocks, necessary for the Train of the whole Army, at the above Rate per Month — — —	34,401 4 —
	Monthly Difference, Sicca R^s —	24,227 12 —
	Annual Difference —	290,733 — —
	Difference that would be occasioned in Five Years, by mere Excess of Bullocks, at the Rates proposed, S^a R^s 14,53,665, or C. R^s —	16,86,251 6 5

COMPARISON between the Expence of the proposed Contract and the necessary Number of Bullocks for the Army at the present Contract Rates, supposing Half the Troops to be without, and the other Half within, the Provinces, and the Whole on actual Service.

Proposed Contract Establishment as before stated, per Month — — S^a R^s 58,629 — —

Present Establishment

		Rate		
1,293 Draft Bullocks	without the Provinces	at 5 R^s — —	6,465 —	
673 Carriage D^o	D^o	at 3 10 —	2,439 10	
1,233 Draft	within the Provinces — —	at 3 7 —	4,444 11	
672 Carriage	— —	at 3 3	2,142 —	
Sonaut Rupees	— — —		15,491 5 or	14,823 10 —
Monthly Difference, S^a R^s	— — — —			43,805 6 —
Annual Difference	— — — —			5,25,664 8 —
Difference in 5 Years, S^a R^s 26,28,322. 8. or C. R^s				30,48,854 1 7

Proof of the Difference.

Annual Expence of the proposed Contract, S^a R^s 7,03,548, or C. R^s 8,16,115. 10. 11. which, for 5 Years, is — — — — — C. R^s 40,80,578 6 7

Annual Expence of the present Establishment, according to the present Contract Rates, S^a R^s 1,77,883. 8. or C. R^s 2,06,344. 13. 9$\frac{3}{5}$, which, for 5 Years, is — — — — — — — 10,31,724 5 —

Difference as above, C. R^s — 30,48,854 1 7

Mr. Wheler delivered the following Minute, in addition to the foregoing in Circulation from Mr. Francis.

September 14th 1779.

Mr. Wheler—In addition to Mr. Francis's Accounts, I beg Leave to present the accompanying Calculate (N° 5.) in order to demonstrate, that even upon the extravagant Supposition of the Necessity of keeping up a *constant* Establishment of 6,700 Bullocks, an Excess of Expence will arise in Five Years, from the exorbitant Increase of the Contract Rates, of no less than Current Rupees 23,44,191. 8. 5. being above Two hundred and Thirty-four thousand Pounds Sterling. And having established this Fact, which, with what Mr. Francis has said, sufficiently exposes the Complexion of this Transaction, and cuts off every possible Plea of Justification, I have at present only to add, that I join Mr. Francis in reprobating the projected Contract, as a Measure big with the most ruinous Consequences to the Company.

CALCULATE

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CALCULATE of Surplus Expence that would arise from the *Increase of Rates*, supposing the whole Number of Draft and Carriage Bullocks, specified in the *proposed Contract*, to be necessary; and One Half of that Number to be without, and the other Half within the Provinces.

			Sicca R. A. P.
4,000 Draft } 2,700 Carriage }	Bullocks, being the proposed Contract Establishment, as specified in N° 3 — — —		58,629 — —
2,000	Draft Bullocks out of the Provinces, at the present Contract Rate, 5 Sonaut Rupees each — — S^t R^s	10,000 — —	
2,000	Ditto within the Provinces, at the present Contract Rate, at 3. 7. each — — —	6,875 — —	
4,000	Total Draft Bullocks proposed per Month, at the present Contract Rates, — — Son^t R^s	16,875 — —	
1,350	Carriage Bullocks without the Provinces, at the present Contract Rate, 3. 10. each — — S^t R^s. 4,893 12 —		
1,350	Ditto within the Provinces, at the present Contract Rate, at 3. 3. each — — — 4,303 2 —		
2,700	Total Carriage Bullocks proposed, at the present Contract Rates per Month — —	9,196 14 —	
	Total Monthly Expence of the *proposed Contract* Establishment of Draft and Carriage Bullocks, at the *present Contract Rates* — Sonaut Rupees	26,071 14 — or	24,948 1 4 $\frac{88}{116}$
	Monthly Difference between the proposed and present Contract Rates, — — — — S^a Rupees		33,680 14 7 $\frac{28}{116}$
	Yearly Difference — — — — — S^a Rupees		4,04,170 15 2 $\frac{104}{116}$
			Curr^t R^s.
	Total Extraordinary Expence that would be occasioned in Five Years, by the mere Increase of Rates, supposing no Excess in the Number of Bullocks proposed — Sicca Rupees 20,20,854 12 2 or		23,44,191 8 5

ARTICLES of AGREEMENT indented, had, made, concluded, and fully agreed upon, this *First Day of September*, in the Year of our Lord Christ One thousand Seven hundred and Seventy-nine, between the United Company of Merchants of England trading to the East Indies, of the one Part, and Charles Croftes, of Calcutta, in the Province of Bengal, Gentleman, of the other Part, in Manner and Form following; that is to say:

Whereas the said Charles Croftes hath proposed to and agreed with the Governor General and Council of the Presidency of Fort William, acting for and on the Part and Behalf of the said United Company, to furnish and provide, for the Use of the Army and Troops in the Service of the said United Company, on the Bengal Establishment, such certain Number of Draft and Carriage Bullocks as hereinafter is mentioned, and such a Number of Camels as shall or may be wanted for the Service of the same Army, during the Space of Five Years, commencing from the Day of the Date of these Presents; and also for the feeding and keeping such Bullocks and Camels in fit and good Order and Condition to perform such Works as they shall respectively happen to be wanted for during such Space of Time as aforesaid, as well within the Provinces of Bengal, Bahar, and Orissa, as in all other Parts and Places without the same Provinces, wherever such Army or Troops shall happen to be, and require the same; as also to find Drivers and Attendants for the same Draft and Carriage Bullocks and Camels, and all such necessary Harness and Accoutrements as shall or may be wanted for the same, and as hereinafter is particularly mentioned; he the said Charles Croftes being paid by the said United Company, their Successors and Assigns, on the same several Occasions, the several Sums of Money hereinafter for that Purpose expressed, at such Times, and in such Manner, and subject to such Terms and Conditions, as hereinafter are particularly mentioned and set forth: Now these Presents witness, That he

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he the said Charles Croftes, for the Considerations aforesaid, and for and in Consideration of the several Sums of Money so agreed to be paid to him by the said United Company as hereinafter is mentioned, and of other the Covenants, Conditions, Articles and Agreements, on the Part and Behalf of the said United Company to be observed, performed, fulfilled, and kept, Doth for himself, his Heirs, Executors, Administrators, and Assigns, covenant, promise, and agree to and with the said United Company, their Successors and Assigns, That he the said Charles Croftes, his Executors, Administrators, or Assigns, shall and will, at his and their own proper Costs and Charges, from the Day of the Date of these Presents, for and during the full End and Term of Five Years now next ensuing, well and truly find, provide, and supply to and for the Use of such the Army aforesaid, in Manner hereinafter mentioned, Four thousand Draft Bullocks, and Two thousand and Seven hundred Carriage Bullocks, of such respective Standards, Size, and Age, as hereinafter is mentioned; that is to say; that every Bullock so to be provided, either for Draft or Carriage, shall be at least Twelve Hands and a Half, or Fifty Inches in Heighth, above the Age of Four Years, and under the Age of Six Years, and to be continued in the Service until the Age of Twelve Years, and no longer; and also shall and will find and provide to and for the Use of such the Troops and Army aforesaid, all such and so many Camels as they the said United Company shall want or stand in need of during the Term of Five Years aforesaid, in Addition to the Number of Camels which the said United Company are now already possessed of: And the said Charles Croftes, for himself, his Heirs, Executors, Administrators, and Assigns, doth further covenant, promise, and agree to and with the said United Company, their Successors and Assigns, that every Carriage Bullock so to be provided by him in pursuance of his Covenant hereinbefore for that Purpose contained, shall be of sufficient Strength, Power, and Ability to carry on his Back a Burthen of One hundred and Sixty Pounds Weight, exclusive of his Pad; and that the Draft Bullocks so to be provided in Manner aforesaid, shall be of such Strength, and capable of such Work as hereinafter is mentioned; that is to say, that Twenty-four of such Bullocks shall be able to draw and accompany the said Army on common Marches with a Twenty-four Pounder Gun, Eighteen Bullocks with an Eighteen Pounder Gun, Twelve Bullocks with a Twelve Pounder Gun, Six Bullocks with a Six Pounder, Four Bullocks with a Three Pounder, Fourteen Bullocks with an Eight Inch Howitzer, Ten Bullocks with a Five and Half Inch Howitzer, Six Bullocks with a Four Inch and Two-fifths of an Inch Howitzer, Fourteen Bullocks with the common Army Waggon, and Ten Bullocks with a Tumbril: And also, That the said Four thousand Draft Bullocks, and the Two thousand and Seven hundred Carriage Bullocks, so to be supplied and provided, shall, within the Term of Six Months from the Date of these Presents, be, all and every of them, ready and provided and at Hand, at such respective Places as the Train Bullocks are now stationed, or at such other Parts and Places as the Commander in Chief of such Army for the Time being shall direct and appoint, by Notice in Writing for that Purpose to be given; and all and every such Bullocks, when and as often as the same shall be offered and tendered for Service by the said Charles Croftes, his Executors, Administrators, or Assigns, at all Times within the said Space of Six Months so limited for the providing the same, shall immediately be received and mustered, and examined whether fit and able for Service, and of the Standard Size and Age hereinbefore for those Purposes particularly mentioned and expressed, in order that Payment may be made to the said Charles Croftes, his Executors, Administrators, or Assigns, for all such Bullocks respectively, from the Day of their being so mustered and received into the Service, and shall then and there be mustered, and examined whether fit and able for Service, and of the Standard Size and Age hereinbefore for those Purposes particularly mentioned: And the said Charles Croftes, for himself, his Heirs, Executors, and Administrators, doth further promise and agree with the said United Company, that in case of any Failure or Default made by the said Charles Croftes, his Executors, Administrators, or Assigns, in the providing and supplying, and having ready, the said respective Number of Four thousand Draft and Two thousand and Seven hundred Carriage Bullocks, at the respective Places and Stations, and within the Term above stipulated and allowed for the providing the same, that then and in that Case he the said Charles Croftes, his Executors, Administrators, or Assigns, shall and will well and truly pay or cause to be paid to the said United Company the Sum of Sicca Rupees Ten, by way of Forfeiture for every Bullock (whether Carriage or Draft) which shall be so wanting and deficient out of the same several and respective Complements of Four thousand Draft and Two thousand and Seven hundred Carriage Bullocks, to be provided and supplied as aforesaid: And it is hereby declared, covenanted, and agreed, by and between the said Parties to these Presents, that the Commanding Officers of Artillery and the Commanding Officers of Trains for the Time being, under the Commanders of the respective Brigades of the Army of the said United Company, shall be and are hereby constituted and appointed General Inspectors and Examiners of the same Bullocks, and of each and every of them, with full Power and Authority for them the said Officers respectively under whose respective Charge the said Bullocks shall be placed, to inspect and examine the same Bullocks, and afterwards to report to the Commanding Officers of the respective Brigades for the Time being, the full Particulars of the same Bullocks and every of them, as to their and each of their Fitness and apparent Ability to perform the respective Services for which they were provided: And in case the said Inspectors, or any or either of them, shall report to such Commanding Officers or Officer as aforesaid, that such

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such Bullocks so provided, or any or either of them, are or is unfit or incapable of the Service for which they the same Bullocks or Bullock have or hath been respectively designed and provided, that then and in that Case, the same Bullocks or Bullock so objected to, shall be examined by Three other Persons, that is to say, by One Person to be appointed on the Part of the Commander in Chief, One on Behalf of the Commanding Officer of the Train, and One on the Part of the said Charles Croftes, his Executors, Administrators, or Assigns; which Persons so appointed shall have full Power and Authority, and are hereby declared to have full Power, Licence, Liberty, and Authority, to try and examine all and every such Bullocks and Bullock objected to, and either to deem fit and approve, or to reject the same, as they or any Two of them shall see proper; and in case the same Bullocks, or any or either of them, shall be so rejected, then the said Charles Croftes, his Executors, Administrators, or Assigns, shall, within the Space of Twenty Days after such Bullocks or Bullock shall have been so rejected and dismissed, find and provide in the lieu and stead thereof, a like Number of fit and proper Bullocks, so as always to make up and complete the Numbers expressed in the Covenant of the said Charles Croftes hereinbefore for that Purpose contained; and the said Charles Croftes doth hereby further promise and agree with the said United Company, that in case any or either of such Bullocks shall be so rejected, to provide and find other fit and proper Bullocks in the Place or Stead of all such as shall or may be so rejected, within the respective Times hereinafter for that Purpose mentioned, and according to the Number which may be wanted on such Occasion, under and subject to the Payment of the several Penalties hereinafter for that Purpose expressed and agreed upon, in Default of the same Bullocks, or any or either of them, being so found and provided; that is to say, that he the said Charles Croftes, his Executors, Administrators, or Assigns, shall and will find and provide any Number of Bullocks not exceeding Twelve, in the Space of Six Hours from the Time of such Rejection of any unfit and improper Bullocks; or shall and will find and provide Twenty-four Bullocks within the Space of Twelve Hours; and shall and will find and provide any Number of Bullocks not exceeding Forty, in the Space of Two Days from the Time of such Rejection as aforesaid; Sixty Bullocks in Four Days; One hundred Bullocks in the Space of Six Days; and Two hundred Bullocks in the Space of Eight Days: And in case any Failure or Default to be made by the said Charles Croftes, his Executors, Administrators or Assigns, on the finding and providing other fit and proper Bullocks in the Place and Stead of all and every such Bullock which may be so rejected as aforesaid, he the said Charles Croftes, his Executors, Administrators, or Assigns, shall and will well and truly pay to the said United Company, their Successors or Assigns, a Penalty or Forfeiture of Sixteen Sicca Rupees for each and every Bullock which shall be wanting and deficient to complete and make up the Number of Bullocks so to be required, in the Place and Stead of those to be rejected, in Manner aforementioned: And it is hereby further covenanted and agreed by and between the said Parties to these Presents, that all such Bullocks, when and as soon as the same shall have been provided and approved as hereinbefore is mentioned, shall be marked, in the Presence of some Officer of the Artillery, whom the Commanding Officer for the Time being may think proper to appoint for that Purpose, with the Mark of the said United Company, and also with a Letter or further Mark to denote the Year in which such Bullock shall have been received, together with some further Mark or Figure to denote his Age: And the said Charles Croftes doth further, for himself, his Executors, Administrators, and Assigns, covenant, promise, and agree, to and with the said United Company, their Successors and Assigns, that he the said Charles Croftes, his Executors, Administrators, or Assigns, having so found and provided the said respective Numbers of Four thousand Draft and Two thousand and Seven hundred Carriage Bullocks, as aforesaid, shall and will well, at his and their own proper Costs and Charges, feed, maintain, support, and keep the same Bullocks in good Health, and at all Times fit for the Use and Service of the said Army, during the said Space or Term of Five Years; and shall and will find and provide for and allow to each and every such Bullock, Food and Provender of the best Sorts, Kinds, and Quantities, which can be had or procured, and in the respective Quantities following; that is to say, to each Bullock Three Seers of Gram for each Day when the Army shall not be on a March, together with a proper Quantity of Fodder; and when the Army shall be on March, the Quantity of Four Seers of Gram, and on Halting Days Three Seers of Gram and Five Seers of Straw or Grass: And the said Charles Croftes, for himself, his Heirs, Executors, Administrators, and Assigns, doth further promise and agree, that in case the said Charles Croftes, his Executors, Administrators, or Assigns, shall, at any Time during the Continuance of these Presents, neglect to supply and allow to each and every Bullock such respective Quantities and Allowances of Food and Provender as aforesaid, that he the said Charles Croftes, his Executors, Administrators, or Assigns, shall and will, for every such Neglect or Omission, well and truly pay to the said United Company, their Successors or Assigns, a Sum of Money equal to Three Times the Bazar or Market Price of every Seer of Gram which shall have been deficient or wanting to complete the full Allowance which ought to have been given to each respective Bullock, as above-mentioned; and in case the Officer for the Time being holding the Command of the said Army of the said United Company, or of any Detachment or Part thereof, with which such Bullocks, or any of them, shall be on Service, shall deem it expedient to order that an Increase of Food shall be allowed to the Bullocks on such Service, then the said Charles Croftes doth, for himself, his Heirs, Executors, Administrators,

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niſtrators, and Aſſigns, covenant, promiſe, and agree to and with the ſaid United Company, their Succeſſors and Aſſigns, that he the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and will, on the Receipt of ſuch Orders, or Notice in Writing for that Purpoſe delivered to him, his Executors, Adminiſtrators, or Aſſigns, or to any Deputy or Agent of the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, attendant on the ſame Buſineſs, well and truly provide for, and give and allow to ſuch Bullocks, all and every ſuch further and additional Quantity of Food and Provender as ſuch Commanding Officer ſhall think proper to direct and order for the ſame; which Order, ſo to be delivered as aforeſaid, ſhall ſpecify the additional Quantity of Food ſo to be provided, and ſhall be uſed and received by the ſaid United Company, and their Agents, Succeſſors, and Aſſigns, as a good and ſufficient Voucher on the Part of the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, for his or their drawing for the additional or extra Supply of Food, to be paid for by the ſaid United Company at the Rates hereinafter mentioned: And the ſaid Charles Croftes, for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth further covenant, promiſe, and agree, to and with the ſaid United Company, their Succeſſors and Aſſigns, that he the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and will furniſh and keep a Driver or Keeper to every Pair of Bullocks, whether Draft or Carriage, for the Purpoſe of attending, and keeping, and loading, and unloading the ſame Bullocks; together with one other Perſon, as a Sirdar or Head Man, to every Six Drivers or Keepers, to oblige the ſame Drivers or Keepers reſpectively to a due Diſcharge of their Labour and Duty; which ſaid Drivers and Keepers, and their Sirdars or Head Men, ſo to be employed as aforeſaid, ſhall be muſtered with the Bullocks, when and as often as the ſame Bullocks ſhall be muſtered, and a Return be made of ſuch Drivers or Keepers, and Sirdars, in like Manner as ſhall be made of the Bullocks; each of which Drivers or Keepers ſhall be found and ſupplied by the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, once in every Three Months during the Continuance of theſe Preſents, with a Pair of Shoes, a blue Turban, and blue Commerband, together with a Driving Staff, and Six Cubits of Rope; the ſame Articles of Dreſs and Accoutrements to be equal and agreeable to a Muſter or Pattern for the ſame, to be approved by the Commanding Officer of the Artillery for the Time being where the ſame Bullocks ſhall be uſed: And the ſaid Charles Croftes, for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth further promiſe and agree to and with the ſaid United Company, their Succeſſors and Aſſigns, that he the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, ſhall and will, during the Continuance of theſe Preſents, well and truly pay, or cauſe to be paid, to each and every of the Sirdars or Head Men aforeſaid, the Monthly Wages or Sum of Six Sicca Rupees, and to each Driver or Keeper Five Sicca Rupees, in Manner following; that is to ſay, Four Sicca Rupees, Part of the ſaid Five Sicca Rupees ſo to be paid to each Driver, ſhall be paid to ſuch Driver in the Field, in the Preſence of any ſuch Officer or Perſon as the Commanding Officer of Artillery, or the Officer of the Trains, ſhall think proper to appoint to ſee ſuch Payments, and the remaining One Rupee to be kept by the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, to enable him or them to purchaſe and ſupply each Driver once in every Three Months with One of each of the above Articles of Dreſs and Accoutrements. And alſo, That he the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and will find and provide for all and every ſuch Draft Bullocks, when ready for muſter at the Times and Places herein before covenanted and agreed on, good and ſufficient Bridles and Picket Ropes, and for the Carriage Bullocks a Pad, Bridle, and Picket Rope for each and every of them, agreeable to a certain Muſter or Pattern for the ſame, which ſhall be approved of by the Commanding Officer of Artillery for the Time being. And the ſaid Charles Croftes doth hereby for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, further covenant, promiſe, and agree to and with the ſaid United Company, their Succeſſors and Aſſigns, that he the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, ſhall and will, during ſuch Term of Five Years as aforeſaid, well and truly find and provide for all and every the Camels now kept, or to be hereafter kept, during the Continuance of theſe Preſents, by the ſaid United Company, or their Military Eſtabliſhment within the Provinces of Bengal, Bahar, or Oriſſa, or without the ſaid Provinces, wherever the ſaid Army, or any Detachment therefrom, may chance to be, with good, ſufficient, and proper Food and Provender; and alſo with a proper Number of Servants to attend upon and to take Care of ſuch Camels, and all and every of them, ſo that no further Expence ſhall ariſe or accrue to the ſaid United Company, their Succeſſors or Aſſigns, on account of the keeping or providing with Food ſuch Camels, than what is agreed by the ſaid United Company to be paid for the ſame as hereinafter is mentioned. And alſo, that he the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, ſhall and will well and truly ſuſtain, bear, and pay all Loſſes, Damages, and Expences whatſoever, which ſhall or may accrue or happen during the Continuance of theſe Preſents, as well to the ſaid Bullocks as to the ſaid Camels, which ſhall be the Property of the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, whether the ſame ſhall happen and ariſe from the Attack of Enemies, or from the Death of any or either of the ſaid Bullocks or Camels, or from any other Cauſe whatever, ſave and except as hereinafter is excepted, ſo that the ſaid United Company ſhall not ſuffer, ſuſtain, or be put to any other Charge or Expence whatever, for the feeding of Camels and the ſupplying and feeding of Bullocks for the Uſe of their Army, in Manner

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Manner aforementioned, other than the ſeveral Sums of Money hereinafter agreed to be paid by them to the ſaid Charles Croftes for the ſame: Provided always, that in caſe any Loſſes or Loſs of the ſaid Bullocks, or any or either of them, ſhall happen by Death occaſioned from forced and extraordinary Marches (ſuch forced March to be conſidered and taken to be any one March exceeding Eight Coſs in the Space of Twenty-four Hours) or by the overloading the ſame Bullocks, or any of them, or the compelling them, or any other of them, to carry at any one Time any Weight or Burthen exceeding One hundred and Sixty Pounds, then the ſame Bullocks or Bullock which may happen to be killed by ſuch Means, ſhall be replaced at the proper Coſts and Charges of the ſaid United Company, their Succeſſors or Aſſigns: And the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, ſhall and will, on Notice in Writing given to the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, requiring the ſame, well and truly find and provide other fit and proper Bullocks in the Place or Stead of all ſuch as ſhall or may happen to be killed, or which may at any Time be ſtolen or taken away by the Enemy, within the reſpective Times hereinafter for that Purpoſe mentioned, and according to the Number which may be wanted on any ſuch Occaſions, under and ſubject to the Payment of the ſeveral Penalties hereinafter for that Purpoſe expreſſed and agreed upon, in Default of the ſame Bullocks, or any or either of them, being ſo found or provided; that is to ſay, That he the ſaid Charles Croftes ſhall and will find and provide any Number of Bullocks, not exceeding Twelve, in the Space of Six Hours from the Time of ſuch Notice being delivered to him the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, or his or their certain Deputy; and ſhall and will find and provide Twenty-four Bullocks within the Space of Twelve Hours; and ſhall and will find and provide any Number of Bullocks within Forty, in the Space of Two Days *from the Time of the Delivery of ſuch Notice*; Sixty Bullocks in Four Days; One hundred Bullocks *in the Space of Six Days*; and Two hundred Bullocks in the Space of Eight Days: And in caſe of any Failure or Default to be made by the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, in the finding and providing other fit and proper Bullocks in the Place or Stead of all ſuch as ſhall or may be killed, ſtolen, or taken away, and on ſuch Requiſitions as *aforeſaid*, he the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, to the ſaid United Company, their Succeſſors or Aſſigns, a Penalty or Forfeiture of Sixteen Rupees for each and every Bullock which ſhall be wanting and deficient to compleat and make up the Number of Bullocks ſo to be required in Manner aforementioned. And alſo, That he the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, ſhall and will, during the Continuance of theſe Preſents, furniſh and provide, and keep in good and ſufficient Repair, Six Breaking-in Carriages to each reſpective Brigade of the Troops of the ſaid United Company, for the Purpoſe of training and maintaining in due Exerciſe, Order, and Readineſs for Service, the Draft and Carriage Bullocks ſo to be provided as aforeſaid. And alſo, that he the ſaid Charles Croftes, his Executors or Adminiſtrators, ſhall not, nor will, at any Time during the Continuance of theſe Preſents, for the Purpoſe of fulfilling the Conditions or Agreements in theſe Preſents contained, or any or either of them, either directly or indirectly, hire from or employ any Bullocks or Camels whatſoever, which ſhall or may be the Property of or belonging to any Officer, Civil or Military, in the Service of the ſaid United Company; and that in caſe any Bullocks or Bullock, Camels or Camel, belonging to any ſuch Officer, ſhall be ſo hired or employed, then he the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, ſhall, on Proof thereof before the ſaid Governor General and Council, well and truly pay or cauſe to be paid to the ſaid United Company, for every Bullock or Camel ſo employed, a Penalty or Sum of Fifty Sicca Rupees: And alſo, that he the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, for the Purpoſe of properly fulfilling this Contract, and the ſeveral Conditions and Agreements herein contained, ſhall and will, at his and their own proper Coſts and Charges, at all Times during the Continuance of theſe Preſents, keep a capable and ſufficient Deputy with every Detachment of the Troops of the ſaid United Company, to anſwer the Demands and obey the Directions and Orders of the Commanding Officer of ſuch Detachments reſpectively, and to perform the Covenants and Conditions hereinbefore contained, on the Part and Behalf of the ſaid Charles Croftes to be done and performed; which Deputy and Deputies are reſpectively to be firſt approved by the Governor General for the Time being of the ſaid Preſidency; and every ſuch Deputy ſhall, before entering on the Service and Duty aforeſaid, give ſuch reaſonable Security as ſhall be required by the ſaid Governor General, not to engage in any other Trade or Buſineſs whatſoever. And that the ſaid United Company, for the Conſiderations aforeſaid, for themſelves, their Succeſſors, and Aſſigns, do hereby covenant, promiſe, and agree, to and with the ſaid Charles Croftes, his Executors, Adminiſtrators, and Aſſigns, that they the ſaid United Company, their Succeſſors and Aſſigns, ſhall and will, for and during the ſaid Space or Term of Five Years from the Day of the Date of theſe Preſents, well and truly pay or cauſe to be paid unto the ſaid Charles Croftes, his Executors, Adminiſtrators, or Aſſigns, for the ſaid ſeveral Number or Complements of Four thouſand Draft and Two thouſand and Seven hundred Carriage Bullocks, the Drivers and Sirdars to keep and attend the ſame, and for the Care, Management, and Feeding of the ſaid Bullocks, and for the furniſhing and providing the ſame with Pads, Pickets, and Ropes, as aforementioned, at and after the ſeveral Rates and Prices hereinafter mentioned and ſet forth; that is to ſay, for every Sirdar or Headman, at and after the Rate of

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of Six Sicca Rupees for each and every Month of the Term aforesaid; and for every common Driver mustered with the Dress and Accoutrements as hereinbefore more particularly described, at and after the Rate of Five Sicca Rupees for each and every Calendar Month of the Term aforesaid; for an Allowance of Three Seer of Gram per Diem to each Bullock, whether Draft or Carriage, making the Amount of Two Maunds and Ten Seers for every Bullock per Month, at and after the Rate or Price of One Rupee for every Twenty-four Seer, making an Allowance for each Bullock per Mensem of Sicca Rupees Three and Twelve Annas, and for every Seer of Gram, which shall be ordered and given on marching Days beyond the usual Allowance of Food, by Order of the Commanding Officer as hereinbefore set forth, at and after the same Rate of One Sicca Rupee for every Twenty-four Seer; and for Picket Ropes and Pads so to be provided to all and every such Draft and Carriage Bullock in manner aforementioned, at and after the Rate of One Sicca Rupee per Month for each respective Bullock, whether Draft or Carriage, during the Term aforesaid; and as a Compensation for the Use and Hire of the same Bullocks, and for all Damages which the said Charles Croftes, his Executors, Administrators, or Assigns, shall or may be liable and subject to from the Death of the said Bullocks, otherwise than from any forced Marches or overloading as aforesaid, at and after the Rate of One Sicca Rupee per Month, making together in the whole an Allowance of Five Sicca Rupees and Twelve Annas, to be paid for every Bullock so to be employed as herein beforementioned, exclusive of the Wages allowed to the Drivers and Sirdars as abovementioned; and also shall and will repay to the said Charles Croftes, his Executors, Administrators, or Assigns, all such Costs and Charges whatsoever as shall or may accrue from the Death of any Bullocks killed or dying, either from overloading or from any forced Marches as hereinbefore mentioned; and also shall and will well and truly pay, or cause to be paid, to the said Charles Croftes, his Executors, Administrators, or Assigns, for his Care and Management, and for the keeping and providing with Servants, as hereinbefore is mentioned, the Camels to be employed in the Service of the Army of the said United Company, wherever the Army or Troops of the said United Company may be during such Time as aforesaid, the several Sums of Money following; that is to say, for all and every the Camel and Camels which shall be the Property of and belong to the said United Company, the Sum of Sonaut Rupees Sixteen per Mensem, and for each and every such Camel and Camels which shall or may be the Property of and belonging to him the said Charles Croftes, his Executors or Administrators, and which shall or may, at any Time during such Space of Years aforesaid, be employed by the said United Company for the Service of the Army or Troops aforesaid, the Sum of Sonaut Rupees Thirty per Mensem; and the said United Company do also covenant, promise, and agree to pay to the said Charles Croftes, his Executors, Administrators, or Assigns Yearly, the Sum of Sicca Rupees Three hundred for each Breaking-in Carriage so to be furnished and provided by the said Charles Croftes, as hereinbefore is for that Purpose mentioned; and further, that they the said United Company, their Successors or Assigns, shall and will well and truly pay, or cause to be paid, to the said Charles Croftes, his Executors, Administrators, or Assigns, all such Sum and Sums of Money so to become due and owing as hereinbefore is mentioned, immediately on the Bill or Bills for the same being presented to the Military Paymaster of the said United Company, provided that such Bill or Bills be first signed by the Commanding Officer of Artillery, and be countersigned by the Commanding Officer of the Troops or Station to which the Bullocks or Camels for whom such Pay shall be drawn shall be attached, if such last-mentioned Officer shall be of superior Rank to the Commanding Officer of Artillery, and not otherwise, and also be certified by such Officer's passing and allowing the same Bills and Bill as justly due, according to the Terms of these Presents, within Four Days after the Muster of such Bullocks and Camels; which Bills, when certified as aforesaid, shall pass as Vouchers through the Office of the Commissary General for the Time being, within the Space of Eight Days, and the Amount that shall be thereupon certified to be due, shall be paid by the Military Paymaster of the said United Company for the Time being, or his Deputy, on the Presentment of the same as hereinbefore mentioned; and for the greater Convenience of the said Charles Croftes, his Executors, Administrators, and Assigns, it is hereby declared and agreed, that all such Bills so certified in Manner aforesaid, shall be paid or discharged, either at the Place or Places respectively where the same shall become due, or at the Presidency of Fort William, at the Will and Option of him the said Charles Croftes, his Executors, Administrators, and Assigns: And further, that they the said United Company, their Successors or Assigns, shall and will, from Time to Time, and at all Times during the Continuance of these Presents, immediately on Application being made for the same, well and truly furnish and provide the said Charles Croftes, his Executors, Administrators, or Assigns, with all and every such and so many good and sufficient Escort and Escorts, as may be necessary for conveying in Safety the said Bullocks and Camels to and from the Army, or to and from any Detachment thereof, as Occasions may require; and when at or with such Army or Detachment, shall and will find and provide for the same Bullocks and Camels such Safeguards as the Strength of such Army or Detachment will admit and allow of, the same to be judged of by the Commanding Officer of such Army or Detachment; and also shall and will find and provide all such sufficient Escort and Escorts as may be necessary to attend and safely to convey to the said Army, or any Detachment thereof, all Bullocks or Carriages loaded with Gram, for the Use of the Draft and Carriage Bullocks so to be employed in the Service of the Army as aforesaid, all which Carriage Bullocks so to be

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be loaded with Gram, shall be allowed and permitted to attend and accompany the said Army, or any Detachment thereof, and be furnished, in case of Danger, with sufficient Safeguards to take Care of and defend them. And the said United Company, for themselves, their Successors, and Assigns, do further covenant, promise, and agree, to and with the said Charles Croftes, his Executors, Administrators, and Assigns, that they the said United Company, the better to enable the said Charles Croftes to purchase and provide proper and sufficient Stock of Cattle for the Purpose of fully performing the Covenants and Agreements on his Part hereinbefore contained, shall and will well and truly lend and advance to the said Charles Croftes from the Treasury of the said United Company (on his requiring the same) any Sum or Sums of Money not exceeding in the Whole the Amount of Three Fourths of the Value of the Stock so to be provided by the said Charles Croftes, as hereinbefore mentioned, he the said Charles Croftes previously giving good and sufficient Security to the said United Company, to the Satisfaction and good Liking of the Governor General and Council of the Presidency of Fort William for the Time being, faithfully to account for all and every such Sum or Sums of Money so to be advanced to him as aforesaid, and to permit and suffer the same Sums of Money to be deducted and retained by the said United Company, their Successors and Assigns, out of such the Payments to be made by the said United Company in pursuance of the Covenant hereinbefore on their Part and Behalf contained: And that they the said United Company shall and will grant to the said Charles Croftes, his Executors, Administrators, and Assigns, a good and sufficient Spot or Piece of Ground, at some Place within the Distance of Fifteen Miles of the Presidency of Fort William aforesaid (not exceeding in Quantity Two thousand Begahs) whereon to feed and keep, or depasture such Cattle as Occasions shall require; and shall and will seal and execute to the said Charles Croftes, his Executors, Administrators, and Assigns, a Lease or Grant of the same Spot of Ground, during the said Term *of Five Years: And it is* hereby further covenanted and agreed by and between the Parties to *these Presents, that if at any Time during the Continuance* of these Presents, the Urgency of Affairs should require a further or greater Number of Draft and Carriage Bullocks, for the immediate Use of the Army, or any Detachment thereof, than those already engaged to be supplied as aforesaid, then that he the said Charles Croftes, his Executors, Administrators, or Assigns, shall and will find and provide the same within such Times as are hereinafter for that Purpose mentioned, after Notice in Writing delivered to the said Charles Croftes, his Executors, Administrators, Deputy, or Assigns, of the Want thereof; that is to say, that he the said Charles Croftes, his Executors, Administrators, or Assigns, shall and will find and provide any such additional Number of Bullocks good and sufficient, and capable of the Duty aforesaid, not exceeding Two hundred, within the Space of Six Weeks; any Number not exceeding Five hundred within the Space of Two Months, any Number not exceeding Eight hundred within the Space of Three Months, and any Number not exceeding One thousand and Six hundred within the Space of Four Months; and in case of Default or Neglect in the Provision and Supply of such extra Number of Bullocks, or any or either of them, to be required as aforesaid, and within such Times as aforesaid, that he the said Charles Croftes, his Executors, Administrators and Assigns, shall and will forfeit and pay to the said United Company, their Successors or Assigns, a Penalty at and after the Rate of Sixteen Sicca Rupees for each and every Bullock so to be required, and which shall not be found and provided; and for every extra Bullock so to be found and provided by the said Charles Croftes, his Executors, Administrators, or Assigns, as last aforesaid, he the said Charles Croftes, his Executors, Administrators, and Assigns, on Approval thereof, as hereinafter mentioned, shall have and receive from the said United Company, their Successors or Assigns, a Bounty or Gratitude of Ten Sicca Rupees for every such extra Bullock; which extra Bullocks, when provided, are to be subject to the same Regulation, Inspection, and Power of Rejection, as the said Four thousand Draft and Two thousand and Seven hundred Carriage Bullocks hereinbefore covenanted to be found and provided, and examined, and rejected or approved, as hereinbefore are for those respective Purposes set forth.

And it is further Covenanted, Declared, and Agreed, by and between the said Parties to these Presents, That for the Purpose of keeping and preserving in good Order and Exercise, and fit for immediate Use, all such Bullocks as aforesaid, the same Draft and Carriage Bullocks to each Brigade belonging, and when not on Service (Standing Camps not excepted) shall Twice every Week perform the following Work; (that is to say) the Draft Bullocks, with the Carriages loaded as in Service, attended by their Drivers and Sirdars, and the Carriage Bullocks, loaded with their stipulated Burthens, shall march or be worked the Distance of Six Coss, or Twelve English Miles; the same to be done within Eight Hours in dry Season, from the Month of December to the First Day of June in each Year; and the like March within the Space of Ten Hours in the rainy Season; the same Work to be performed under the Inspection of some One Commissioned Officer of the Artillery, to be appointed by the Commanding Officer for the Time being; which Officer shall from Time to Time report to the Commanding Officer the Performance of the Bullocks in such aforesaid Marches, and who shall thereupon, in the Monthly Review Roll of the Army, insert such Report, with such Remark or Remarks as he shall judge necessary for the Information of the Commissary General for the Time being, the more effectually to enable him, such Commissary General, to controul the Bills and Charges to arise, or be due and payable on Account of these Presents.

And it is hereby further Covenanted, Declared, and Agreed, by and between the said Parties

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Parties to these Presents, That in case any of the Bullocks so provided shall be found unable and insufficient to perform the March or Marches aforesaid, that only Half the Pay and Allowance shall be paid to the Contractor for such unable and insufficient Bullocks, although such Bullocks shall or may be of the Age, Size, and Standard, hereinbefore stipulated and agreed on.

And it is further Declared and Agreed, That in case of any Difference or Dispute, touching, or in anywise concerning, the Sufficiency and Ability of any Bullock or Bullocks to perform such March or Marches aforesaid, that the same shall be finally determined by the Judgment of the Majority of the Three several Persons hereinbefore mentioned, to be appointed as Inspectors of the same Bullocks, of which each Party shall finally abide.

Provided nevertheless, That nothing hereinbefore contained, in anywise respecting such Marches so to be performed for the Work and Exercise of the Bullocks, shall take place or be in force till after the Expiration of Nine Months from the Day of the Date of these Presents, it being the full Intent and Meaning of these Presents, and the Parties to the same, that the said Charles Croftes, his Executors, Administrators, or Assigns, shall be allowed the said Space of Nine Months to train and exercise the same Bullocks for their respective Labours aforesaid.

Provided also, and it is hereby Declared and Agreed by and between the said Parties to these Presents, That in case the said United Company, their Successors or Assigns, shall, at the Expiration of Eighteen Months from the Date of these Presents, be minded or desirous to reduce the said Complement or Number of Four thousand Draft and Two thousand and Seven hundred Carriage Bullocks, to any reduced or inferior Number, that then and in such Case it shall and may be lawful to and for the said United Company, their Successors or Assigns, so to reduce the same, giving Six Months Notice in Writing to him the said Charles Croftes, his Executors, Administrators, or Assigns, of such Intention; *specifying also in such Notice the Number of Bullocks to* be dismissed and discharged; at the Expiration of which Six Months such Reduction shall or may take Place, and not sooner: And in case the said United Company, their Successors or Assigns, shall reduce such aforesaid Complement of Four thousand Draft and Two thousand and Seven hundred Carriage Bullocks in Manner aforementioned, that then, and in such Case, the said United Company, their Successors or Assigns, shall and will well and truly pay or cause to be paid to the said Charles Croftes, his Executors, Administrators, or Assigns, for each and every Bullock which shall be so dismissed as aforesaid, a Compensation or Gratuity of Thirteen Sicca Rupees for each and every Year which shall remain unexpired of the Term of these Presents, and for which Period such Bullock or Bullocks would have been employed and retained by virtue hereof, had no such Reduction as aforesaid been made; the Sum or Sums of Money so to become due and owing, to be paid to the said Charles Croftes, his Executors, Administrators, or Assigns, when and as soon as such Reduction shall take place, *in Manner aforementioned;* the same to be considered and received by the said Charles Croftes, his Executors, Administrators, or Assigns, as a full and entire Compensation for all Losses which he or they may bear or suffer by the superfluous Stock which will remain on his or their Hands, in consequence of such Reduction, and as well as of all Damages which he or they shall or may sustain or suffer by reason thereof, in any Manner or wise.

Provided also, and it is hereby further Declared and Agreed by and between the said Parties to these Presents, That it shall and may be lawful to and for the said United Company, their Successors and Assigns, to lengthen and extend these Presents, and the Agreements herein contained, during the Term of One Year beyond the Term of Five Years, hereinbefore mentioned and expressed for the Limitation hereof, in case the said United Company, their Successors or Assigns, shall be minded or desirous so to do, on One Year's Notice in Writing being for that Purpose given by the said Governor General and Council on the Part of the said United Company, their Successors or Assigns, to the said Charles Croftes, his Executors, Administrators, or Assigns: But it is hereby Declared and Agreed, That they the said United Company, their Successors and Assigns, shall, on or before the Expiration of Four Years from the Day of the Date of these Presents, give Notice, or some Declaration in Writing, to the said Charles Croftes, his Executors, Administrators, or Assigns, whether they mean and intend to lengthen and extend the same Contract or not; and in case no such Notice as last aforesaid shall be given to the said Charles Croftes, his Executors, Administrators, or Assigns, by or on the Part of the said United Company, their Successors or Assigns, of their Intention not to lengthen and extend the Term of the said Contract, but that the same shall cease and determine at the Expiration of the Term hereinbefore limited, then, and in that Case, it is hereby declared and agreed, that these Presents, and all and singular the Covenants, Conditions, Articles, and Agreements, hereinbefore mentioned and contained on the respective Parts and Behalves of the said United Company, their Successors or Assigns, and the said Charles Croftes, his Executors, Administrators, and Assigns, shall and are hereby declared and agreed to be extended, lengthened, and continued for the Space of One Year beyond the Term of Five Years, hereinbefore limited; (that is to say) from the Day of the Date of these Presents unto the First Day of September, which will be in the Year of our Lord One thousand Seven hundred and Eighty-five, subject to all and singular the Covenants, Provisoes, Clauses, and Agreements herein contained, in like Manner as if these Presents had been originally made for the Space and Term of Six Years, instead of the Term of Five Years:

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Years: And they the said Parties to these Presents, do hereby promise and agree with the others and other of them, in case no such Notice as last aforesaid shall be given, that they the said Parties shall and will, on their and each of their respective Parts and Behalves, well and truly observe, perform, and keep, all and singular the Covenants, Clauses, Conditions, and Agreements hereinbefore contained on their respective Parts and Behalves to be observed, performed, and kept, during such further and extended Term of One Year, as fully and amply as if the same had been originally made for such Term of Six Years.

And the said Charles Croftes, for himself, his Heirs, Executors, and Administrators, doth further covenant, promise, and agree, to and with the said United Company, their Successors or Assigns, that he the said Charles Croftes, his Executors, Administrators, or Assigns, shall and will, at the Expiration of these Presents, well and truly deliver over to any succeeding Contractor, or to any other Person or Persons whom the said United Company, or the Governor General and Council of the Presidency aforesaid for the Time being, shall appoint for receiving the same, all and every the Camel and Camels which shall be the Property of or belonging to the said United Company, and which at such Time as aforesaid happen to be in the Custody or Power of him the said Charles Croftes, his Executors, Administrators, or Assigns. In witness whereof the Honourable Warren Hastings, as Governor General, Richard Barwell, Philip Francis, and Edward Wheler, Esquires, and Lieutenant General Sir Eyre Coote, Knight of the Most Honourable Order of the Bath, as Counsellors of the Presidency of Fort William aforesaid, have signed their Names, and set the common Seal of the said United Company to One Part of these Articles, remaining with the said Charles Croftes; and to the other Part thereof, remaining with the said United Company, the said Charles Croftes has set his Hand and Seal, the Day and Year first above written.

(Signed) Charles Croftes.

Sealed and delivered (where no Stamps are in Use or to be had) in the Presence of

(Signed) Isaac Baugh,
Thos Ivory.

Contract of Mr. Croftes for victualling the Army.

ARTICLES of AGREEMENT indented, had, made, concluded, and fully agreed upon, this First Day of September, in the Year of our Lord Christ One thousand Seven hundred and Seventy-nine, between the United Company of Merchants of England trading to the East Indies of the One Part, and Charles Croftes of Calcutta, in the Province of Bengal, Merchant, of the other Part, in Manner and Form following; that is to say,

The said Charles Croftes, for and in Consideration of the several Sums of Money, Covenants, and Agreements, hereinafter contained, on the Part and Behalf of the said United Company to be paid, done, and performed, doth, for himself, his Heirs, Executors, Administrators, and Assigns, covenant, promise, and agree, to and with the said United Company, their Successors and Assigns, that he the said Charles Croftes, his Executors, Administrators, or Assigns, shall and will, at his and their own proper Costs and Charges, from the Day of the Date of these Presents, for and during, and until the full End and Term of Five Years from hence next ensuing, and fully to be complete and ended, well and truly find for, and supply and furnish to, all the European Troops now employed, or which hereafter, during such Term of Five Years, may be employed in the Service of the said United Company, in the Provinces of Bengal, Bahar, and Orissa, and at all and every other Parts and Places within the Bengal Establishment, the several Meats, and Provisions, and Drink, and Necessaries hereinafter specified, at the several Rates and Prices hereinafter for that Purpose set forth; that is to say, That he the said Charles Croftes, his Executors, Administrators, or Assigns, shall and will, during such Term of Years as aforesaid, find and provide, and well and truly deliver to every European Soldier employed on Service in the Field, for each Day's Provisions and Necessaries during the said Term of Five Years, One Pound of good Beef or Mutton, and One Pound of Bread, or in lieu of such Bread, One Seer of Rice, and Two Drams of good Batavia Arrack, of the Quantity of Forty Drams to the Gallon, and also such Quantity of Salt and Fire Wood, and such Number of Pots and Pans, as are hereinafter particularized and set forth; that is to say, to each Soldier per Day, One Chittack of Salt, and Two Seers of Fire Wood, when on full Batta, and the like Quantity of Salt and Fire Wood on every Second Day, when on half Batta; and also shall and will well and truly deliver Two Earthen Pots every Morning, when on March, to each and every Mess of Five Men of such Troops, and One Arrack Pot to each and every Company, but no such Allowances of Pots whatsoever is or shall be made when the same Troops are in Quarters, excepting to Recruits upon the first landing of all and every such Recruits, and then to be delivered in the Proportions abovementioned; but whenever the same Troops or any of them shall be in Cantonments or Garrison, and not upon Duty in the Field, then that he the said Charles Croftes, his Executors, Administrators, or Assigns, shall only find and provide, and deliver to them alternately on One Day, the like Quantity of Provisions hereinbefore expressed and agreed to be delivered as aforesaid, without the Quantity of Liquor beforementioned, and on the ensuing Day the Liquor without the Provisions, and so on alternately, the Liquor and Provisions on every other Day, during the Time the same Troops shall so continue in Cantonments or Garrison as aforesaid, save and except as to the Troops in Garrison

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son at the Presidency of Fort William, hereinafter more particularly mentioned and provided for; and also, that the said Provisions and Liquor, to be so provided and supplied by him the said Charles Croftes, his Executors, Administrators, or Assigns, as aforesaid, shall be of the best Sorts and Quality that can possibly be obtained, and such as shall be approved by the Commanding Officers and Surgeons belonging to such Troops respectively for the Time being, before that the same Provisions and Necessaries are delivered. Provided always, and it is hereby agreed by and between the said Parties to these Presents, that in case at any Time during the said Space of Five Years, the several Sorts of Provisions hereinbefore specified, or any or either of them, shall not be procurable, or to be had or obtained, by reason of the said Troops being in any Place or Places where the same Provisions and Liquors cannot be procured, then and in such Case the said Charles Croftes, his Executors, Administrators, or Assigns, shall pay, or cause to be paid, to each of such Soldiers respectively, in the Lieu and Stead thereof, the following several Sums of Money; that is to say, in case no Beef or Mutton is to be had or obtained as aforesaid, that he the said Charles Croftes, his Executors, Administrators, or Assigns, shall well and truly pay to each of such Men at the Rate of One Third Part of his Contract or Monthly Allowance of Ten Sonaut Rupees, hereinafter mentioned and agreed to be paid for each Man's Allowance, by the said United Company, and so in that Manner and after that Proportion, in case of the Failure of Bread or Rice, and in like Proportion in case of the Failure of Arrack: And for the Purposes of properly fulfilling and performing the Covenants and Agreements hereinbefore contained on the Part of the said Charles Croftes, his Executors, Administrators, or Assigns, to be done and performed, he the said Charles Croftes, for himself, his Heirs, Executors, Administrators, and Assigns, doth further promise and agree with the said United Company, their Successors and Assigns, that he the said Charles Croftes, his Executors, Administrators, or Assigns, shall and will, at his and their own proper Costs and Charges, at all Times during the Continuance of these Presents, well and truly keep and maintain a capable and sufficient Deputy *with every Detachment* of the said Troops, to answer and comply with the Demands and Orders of the Commanding Officer of such Detachment for the Time being, and to perform all the Conditions and Agreements hereinbefore contained on the Part and Behalf of the said Charles Croftes, his Executors, Administrators, and Assigns, to be observed, fulfilled, and kept: And the said United Company of Merchants of England trading to the East Indies, for the Considerations aforesaid, do hereby for themselves, their Successors and Assigns, covenant and agree with the said Charles Croftes, his Executors, Administrators, and Assigns, by these Presents, that they the said United Company, their Successors and Assigns, shall and will, for and during such Term of Five Years from the Day of the Date of these Presents next ensuing, well and truly pay, or cause to be paid, to the said Charles Croftes, his Executors, Administrators, and Assigns, within One Month at furthest after the Bill of the said Charles Croftes shall be presented, duly attested, and allowed by the Commissary General *for the Time being* as justly due, *in virtue of these Presents*, the several Sums of Money hereinafter mentioned; that is to say, the Sum of Ten Sonaut Rupees (*at the Rate of Eleven per Cent. Batta more than the Current Rupee*) for the Victualling of each and every Man of the Troops aforesaid, for each and every Month of the Term of Five Years aforesaid, when such Men shall be on Duty in the Field, and the Sum of Five Sonaut Rupees for each of such Men, for every Month of the Term aforesaid, when such Men shall be in Garrison, and shall receive Provisions and Drams only alternately, as hereinbefore for that Purpose is provided; and also that they the said United Company, their Successors and Assigns, shall and will well and truly pay or cause to be paid to the said Charles Croftes, his Executors and Administrators, the several Sums of Money so to become due as aforesaid, either at the Place where the said Troops or any of them shall happen to be, or at the Presidency of Fort William in Bengal, at the Option of the said Charles Croftes, his Executors or Administrators; provided that the same Bills be so certified and allowed as aforesaid: And also, that they the said United Company, their Successors and Assigns, shall and will, at the Request of the said Charles Croftes, his Executors and Administrators, from Time to Time, and at all Times during the Continuance of such Term of Years as aforesaid, as Occasion shall require, well and truly furnish and provide for the said Charles Croftes, his Executors, and Administrators, all and every such Escorts and Safeguards as shall be necessary and wanting for the conveying of his Stores and Provisions to the said Troops in Safety, and afterwards such a Guard or Guards to protect and to take care of the same Stores and Provisions, as shall be thought necessary for that Purpose, or the Number of such Troops, at such or any particular Place, will admit of.

Provided also, and it is hereby further declared and agreed by and between the Parties to these Presents, and the said Charles Croftes, for himself, his Heirs, Executors, and Administrators, doth hereby promise and agree to and with the said United Company, their Successors and Assigns, that he the said Charles Croftes, his Executors or Administrators, shall not nor will, during such Space of Five Years as aforesaid, vend or distribute, or cause or suffer to be vended or distributed, any extra Arrack, or other Spirituous Liquor whatsoever, to the Troops aforesaid, or any or either of them, either in Garrison or in Cantonments, or in the Field, save and except such Liquor as is to be distributed in virtue of these Presents, and the Covenant hereinbefore for that Purpose contained, and save and except any such further or other Quantities or Quantity of Liquor as the Commanding Officer of such Garrison or Cantonment, or of any other Station of the Troops for the Time being shall direct or appoint; in Consideration of which last Covenant or Agreement of the said Charles Croftes, the said United

Company,

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Company, for themselves, their Successors, and Assigns, do further promise and agree, to and with the said Charles Croftes, his Executors and Administrators, that they the said United Company, their Successors and Assigns, shall and will, as far as in them lies, and they lawfully may or can, prevent all and every Person and Persons whatsoever, except him the said Charles Croftes, his Agents or Servants, and Assigns, from selling or vending any Arrack whatsoever, to the same Army of the said United Company, either in Garrison, Cantonments, or in the Field, it being the true Intent and Meaning of these Presents, and the Parties thereunto, that the said Charles Croftes, his Executors and Administrators, shall have the sole and exclusive Privilege of selling the same Liquors, subject to such Regulation as aforesaid, and provided he charges no more than at and after the Rate of Four Sonaut Rupees per Gallon for the same Liquor: Provided also, and it is hereby lastly declared and agreed, by and between the said Parties to these Presents, that all and every such of the same Troops, who during such Term of Years as aforesaid shall be on Service at the Presidency of Fort William aforesaid, shall and may have and receive, and it is hereby declared and agreed that such Troops so in Garrison at the said Presidency shall have and receive, from the said Charles Croftes, his Executors, Administrators, or Assigns, during the said Term, good Mutton and Beef Provisions at the different and respective Days or Times hereinafter mentioned; that is to say, that they the said Troops, for and during the several Months of April, May, June, July, August, and September, in each and every Year of the Term aforesaid, shall have and receive good Mutton Meat on such alternate Days as they the said Troops shall be entitled to receive Meat Provisions as hereinbefore is for that Purpose provided, and on the other Days, such other Allowances as hereinbefore is for that Purpose mentioned; and during the remaining Six Months in each Year of the said Term, good Mutton and Beef Provisions shall be provided and allowed to them; that is to say, on One Day Mutton, and the ensuing Third Day Beef, and so on alternately, for each and every Day of such last-mentioned Six Months, on which they shall be entitled to receive Meat Provisions as hereinbefore is for that Purpose expressed and agreed on: And the said United Company on their Part, for themselves, their Successors and Assigns, do hereby further covenant, promise, and agree with the said Charles Croftes, his Executors, Administrators, and Assigns, that for all and every the Men to be supplied with Meat Provisions at the said Presidency of Fort William aforesaid, in Manner abovementioned, they the said United Company, their Successors and Assigns, shall and will well and truly pay or cause to be paid to the said Charles Croftes, his Executors, Administrators, and Assigns, during the Term aforesaid, at and after the Rate of Three Annas and Five Pice Sonaut per Diem for each and every Man who shall be so found and provided with Provisions in Manner aforesaid: Provided nevertheless, that such Troops at the said Presidency shall, during the Time of such Provisions as last aforesaid being allowed to them, be in the Receipt of the Pay and Allowances called *Half Batta*; and in case such Troops shall ever, during such *Term of Years as aforesaid*, be at the said Presidency in the Receipt of the additional Pay and Allowances called Full Batta, then and in that Case they the said United Company, their Successors or Assigns, shall and will well and truly pay or cause to be paid to the said Charles Croftes, his Executors, Administrators, or Assigns, at and after the Rate of Six Annas and Ten Pice Sonaut per Diem for every Man who shall be so found and provided with Provisions at the said Presidency in Manner above mentioned, when such Troops shall be in full Batta as aforesaid, making in the Whole for each Man's Daily Allowance at the Presidency of Fort William, for the several Provisions and Necessaries to be provided and supplied him as is hereinbefore for that Purpose expressed, at and after the Rate of Three Annas and Five Pice Sonaut per Day, when the Troops shall be on Half Batta, and at and after the Rate of Six Annas and Ten Pice Sonaut per Diem, when such Troops shall be in Full Batta: In witness whereof the Honourable Warren Hastings, Esquire, as Governor General, Richard Barwell, Philip Francis, and Edward Wheler, Esquires, and Sir Eyre Coote, Knight of the Most Honourable Order of the Bath, as Counsellors of the Presidency of Fort William aforesaid, or the major Part of them, have signed their respective Names, and placed the common Seal of the said United Company, to One Part of these Presents remaining with the said Charles Croftes; and to the other Part thereof, remaining with the said Governor General and Council, on the Part of the said United Company, the said Charles Croftes hath set his Hand and Seal, the Day and Year first above written.

Sealed and delivered (where no Stamps are in Use, or to be had) in the Presence of

(Signed) Charles Croftes.

(Signed) J. Baugh, Tho. Ivory.

EXTRACT of the Proceedings of the Board of Inspection at Fort William, in Bengal, the 11th November 1779.

The Secretary lays before the Board Two Releases, which have been sent to him by the Company's Attorney, to be executed by the Governor General and Council, and Mr. Richard Johnson, mutually dissolving the Contracts which subsist between the Company and his Brother, the

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the late Mr. Ernest Alexander Johnson, for victualling the Troops, and providing and feeding the Draft and Carriage Bullocks and Camels of this Establishment.

The same are executed by the Governor General and Mr. Barwell, now present.

Mr. Wheler declines signing them.

The Secretary having presented them to Mr. Francis for his Signature, he also declined executing them.

Ordered, That a Copy of One of the Releases be entered after these Proceedings.

WHEREAS, since the Date and Execution of the within Articles of Agreement, the within-named Ernest Alexander Johnson hath departed this Life (that is to say, on or about the Day of last) having first duly made and published his last Will and Testament in Writing, and thereof appointed his Brother, Richard Johnson, of Calcutta, Esquire, his sole Executor; who hath duly proved the same Will, in the Supreme Court of Judicature at Fort William, in Bengal: And whereas the said Richard Johnson, as Executor of his said deceased Brother, as aforesaid, hath been called upon, by or on the Part of the said United Company, for a Performance of the Covenants and Agreements in such Articles contained; and Proposals made him, for certain Variations and Emendations to be made, respecting the Business in such Articles specified: And whereas the said Richard Johnson, from an Apprehension of not being able to carry on the same Business with equal Advantage to his said Brother's Estate, and at the same Time so much for the Benefit of the said United Company, as the said Ernest Alexander Johnson could have done, if living, hath proposed to the said United Company the mutually giving up and releasing each other from such the Covenants and Agreements in such Articles contained, and leaving it to the said United Company to make any fresh Contract or Agreement with any other Person or Persons, respecting the Business in such Articles contracted for, as they the said United Company shall think fit to contract with; and the same being agreed to by the Governor General and Council of the Presidency of Fort William, on the Part of the said United Company: Now know all Men by these Presents, That they the said United Company, for the Considerations aforesaid, do hereby, for themselves and their Successors, from the Day of the Date of these Presents, for evermore, remise, release, and for ever discharge the said Richard Johnson, his Executors and Administrators, of and from all and every the Covenants and Agreements in the same Articles contained, by and on the Part and Behalf of the said Ernest Alexander Johnson, deceased, his Executors and Administrators, to be done and performed; and from all Actions, Suits, Costs, Charges, Payments, Damages, Claims, and Demands whatsoever, in Law and Equity, for or concerning the same Articles, or any Thing therein contained, in anywise howsoever: And the said Richard Johnson on his Part doth hereby, for the Considerations aforesaid, for himself, his Executors and Administrators, remise, release, and for ever discharge the said United Company, and their Successors, of and from all and every the Covenants and Agreements in the same Articles contained, by and on the Part and Behalf of the said United Company and their Successors to be done and performed; and from all Actions, Suits, Costs, Charges, Payments, Damages, Claims, and Demands whatsoever, in Law and Equity, for or concerning the same Articles, or any Thing therein contained, in anywise howsoever. In Witness whereof the Honourable Warren Hastings, Esquire, as Governor General, Richard Barwell, Philip Francis, and Edward Wheler, Esquires, as Counsellors of the Presidency of Fort William aforesaid, have signed their respective Names, and placed the Common Seal of the said United Company to these Presents; and the said Richard Johnson has hereunto set his Hand and Seal, this Eleventh Day of November, One thousand Seven hundred and Seventy-nine.

Sealed and delivered (where no Stamps are in Use or to be had) in the Presence of

EXTRACT of the Proceedings of the Governor General and Council, in their Public Department, the 22d November 1779.

Read again the General Letters from the Honourable Court of Directors, received at the last Meeting.

Ordered that the Paragraphs be distributed in the following Manner:

Par. 95 to 103. To the Board of Inspection, with the like Order to Mr. Croftes as that directed to be sent to Mr. Sampson; viz. That the Board of Inspection do require Mr. Sampson's Answer to these Paragraphs.

EXTRACT of the Company's General Letter to Bengal, dated 23d December 1778.

Par. 95. In the 134th Paragraph of the Company's General Letter, dated the 23d March 1770, the President and Council were positively directed not to fail *every Year*, to advertise for and receive such Proposals as might be offered, for supplying the Troops with Provisions, and

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and for feeding Draft and Carriage Bullocks to be employed with the Army; and that *in all Cases, those Proposals which should appear lowest in Point of Charge, should be accepted.* They were also to take Care, that in all *Advertisements*, a sufficient Time should be allowed for Candidates to prepare Proposals, before the Expiration of the subsisting Contract, and before the Time limited for receiving them; and in the 39th Article of your General Instructions, dated the 29th of March 1774, you were expressly directed, not only to attend strictly to the standing Orders of the Company, but to "*all such Orders and Instructions as the Court of Directors had transmitted to the Governor and Council, or Select Committee at Fort William.*"

Board of Inspection, 25th September 1777, Folio 211.

96. In September 1777 Mr. Johnson (who had held the Army Contract in 1775) gives in Proposals for providing Draft and Carriage Cattle, and for victualling the Europeans. Instead of proceeding according to the Court's Orders, and to the established Usage of the Service, you direct Mr. Johnson's Proposals to be compared with the Terms of the unexpired Contract; and by the Report of your Secretary, we find them correspond with the Terms of the said Contract, except in Two Particulars; namely, that Mr. Johnson demanded an additional Sum of One Rupee per Month for feeding Camels *not on actual Service*, and Fifteen Rupees per Month for every Camel which should be his own Property, though no such Stipulation had been made by the Contractor in the then subsisting Contract.

D°, Folio 281.

97. Admitting, as we do, that the Increase of Charge to the Company was inconsiderable, your Proceedings were nevertheless totally irregular; and your Acceptance of Mr. Johnson's Offers was, in many Points of View, a most deliberate Breach of your Duty;—you have extended a Contract for *Three Years*, which was positively ordered to be *Annual*;—you have refused to advertise for Proposals, though expressly commanded by the Court of Directors;—and you have concluded this Contract for Three Years, upon Terms less advantageous than the preceding Contract, and therefore not upon the lowest Terms procurable.

98. The Person who then held the Contract had just petitioned you for *an Extension of his Term*, and expressed his Hope of holding the Contract for Three Years. He also signified a Wish to be allowed Half Price for discharged Bullocks, and Prime Cost for extra Bullocks procured during the March of the Army; which Regulations were not in his former Contract.

99. With these Materials before you, the Question is put, whether the Contractor's Terms on the Proposals of Mr. Johnson, shall be accepted?

Mr. Francis, in strict Conformity with the Company's Orders, and according to established Usage, was of Opinion, that the Contract should be advertised.

Mr. Barwell thought the present Contractor had (the preceding Year) by making low Proposals (to use his own Phrase) *ejected Mr. Johnson*, in Hopes of obtaining future Indulgence, and therefore he could not hesitate to give his Vote for Mr. Johnson.

100. However strange Mr. Barwell's Motive for giving his Vote for Mr. Johnson may appear to us, we must confess the Governor General's Reasons for concurring therein were still more extraordinary. His Words are, "I disapprove of publishing for Proposals; the Contract is reduced too low already, and will require a vigilant Attention to it, on the Part of the Commanding Officer of the Corps of the Army, that it be duly performed." To which he adds, that, according to the best Information he had been able to obtain, little Profit would be made by the Contractor if he did his Duty.

101. But although the Governor General thought proper to express so direct and pointed a Disapprobation of the Mode adopted and positively enjoined by the Company, for conducting so great a Branch of their Affairs as that of the Army Contract, we nevertheless adhere to the Propriety of the Court's Orders, and hereby renew the Injunction, that you fail not, every Year, Three Months at least before the Expiration of the subsisting Contract, to advertise for, and receive such Proposals as may be offered for supplying the Troops with Provisions, and for feeding Bullocks and Camels to be employed with the Army; and that in all Cases you accept the lowest, with sufficient Security for Performance.

102. If the present Contractor shall think proper to conform to this Regulation, and give in Proposals lower than those of any other Person, who shall offer good Security for Performance, he will be entitled to hold the Army Contract for another Year, or it may be to the End of his present Term, but on no other Conditions will we permit it: And if he shall think himself aggrieved, and take Measures in consequence, by which the Company becomes involved in Loss or Damage, we shall certainly hold the Majority of our Council responsible for such Loss or Damage, and proceed against them accordingly; but as one of the Members of your Board has very properly entered his Dissent to the Measure, he will of course be exempted from Prosecution; and in Justice to his Sentiments and Conduct on the Occasion, we hereby declare, they have our entire Approbation.

103. And we further direct, that the before-mentioned 134th Paragraph of the Court's General Letter on this Subject, dated the 23d of March 1770, be forthwith given out in General and Brigade Orders, and read at the Head of every Brigade and Detachment of our Troops in Bengal, by the respective Adjutants doing Duty with such Troops, once in every Three Months at least; and likewise, that the Commander in Chief and Commandants of the said Corps report to you every Month in what Manner the Troops are victualled, the Cattle fed, and in general how the Terms of the Contract are observed and fulfilled by the Contractor, so far as shall have come

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come to his or their Knowledge, for your Information and Guidance in rectifying Abuses, if such shall hereafter occur in the carrying on this important Service.

EXTRACT of the Proceedings of the Board of Inspection, at Fort William in Bengal, the 2d December 1779.

The Secretary delivers in the following Letter from the Secretary of the General Department; on the Receipt of which he immediately transmitted Copies of the Paragraphs of the General Letter from the Honourable the Court of Directors accompanying it, to the Persons concerned, and required their Answers to them, agreeably to the Board's Orders.

To Mr. Isaac Baugh, Secretary to the Board of Inspection.

Sir,

I am directed by the Honourable the Governor General and Council to furnish you with the enclosed Extracts from the General Letter, dated 23d December 1778, which has been received from the Honourable the Court of Directors by the General Barker, and to signify the Orders of the Board, that you do immediately transmit Copies of the undermentioned Paragraphs to the Persons concerned, and " require their Answers respectively to the Commands of the Honour-" able the Court of Directors, as therein expressed;" viz.

From 40	to	59, both inclusive,	to Mr. Templer.
60	to	76 and 78 — —	to Dr. Campbell.
73	—	— — —	to Dr. Williams.
79	to	85 — — —	to Capt. Forde.
89	to	94 — — —	to Capt. Sampson.
95	to	102 — — —	to Mr. Croftes, the present Contractor.
119	to	124 — — —	to Mr. Vanderheyden.

You will likewise send Copies of the 104th, 105th, and 106th Paragraphs to Lieut. Col. Watson, for his Information.

I am,
Sir,
Your most obedient Servant,
(Signed) J. P. Auriol, Secretary.

Council Chamber,
the 22d November 1779.

EXTRACT of the Proceedings of the Board of Inspection, at Fort William in Bengal, the 30th December 1779.

The following Letters having been received from Mr. Croftes, the Contractor for supplying Draft and Carriage Bullocks, and Camels, and victualling the Army; Mr. Sampson, the Marine Contractor at the Presidency; Mr. Forde the Marine Contractor at Chittagong; Mr. Vanderheyden, the Contractor for the Repairs of the Cantonments at Burrampore and Dinapore; Mr. Templer, the Contractor for providing Elephants; Mr. Campbell, the Contractor, and Mr. Williams, his intended Successor, for defraying the Hospital Expences, in answer to the Company's Orders by the General Barker, respectively concerning them; they are now recorded.

To the Honourable Warren Hastings, Esquire, Governor General, and the Board of Inspection, Fort William.

Honourable Sir, and Gentlemen,

I have had the Honour to receive from your Secretary, Extracts from the General Letter from the Honourable the Court of Directors, dated 23d December 1778 (Paragraphs 95 to 102 inclusive): I humbly apprehend, that they relate only to the Contracts which were entered into with Government by E. A. Johnson, which have been cancelled in consequence of the Regulations you thought it expedient to form for the Bullock Contract. Those Regulations were sent to the Executor to the late Contractor, who was informed that you proposed making them, and you desired to know, whether he chose to abide by them: He informed your Honourable Board, that the Concern had been made over to me, and you thought proper to admit of my accepting the Offer. I have made several Arrangements, which have been very expensive, to enable me to fulfil my Engagements with Government; and I flatter myself I shall receive that Support which I so much relied upon when I embarked in the Undertaking. On my Part, I beg Leave to assure your Honourable Board, that I will use my utmost Endeavours to acquit myself to your Satisfaction of the important Trust reposed in me.

I have the Honour to be, with great Respect,
Honourable Sir, and Gentlemen,
Your most obedient and most humble Servant,
(Signed) Charles Croftes.

Fort William,
the 29th November 1779.

EXTRACT

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EXTRACT of General Letter from Bengal, dated the 14th January 1780.

Par. 66. Your Orders contained in your Letter of the 23d December 1778, respecting the various Contracts which we had entered into for the Execution of the public Service, have been notified without Exception to the different Contractors they alluded to, and each of the Parties was required to transmit his Answer to that Department of our Council in which his Engagements were concluded; most of these come before the Board of Inspection, who will advise you of their Proceedings upon them.

67. The 103d Paragraph of your Letter of the 23d December 1778, has been published in General and Brigade Orders, according to your Directions, with the former Order, to which it alludes, for the Guidance of all Commanding Officers in examining and reporting to us the Condition of the Cattle and Victuals provided by Contract for the Army; but we apprehend that you meant in your Reference to specify the 135th instead of the 134th Paragraph of your General Letter, dated 23d March 1770, we have therefore made this Correction accordingly.

114. On the Receipt of your Letter of the 23d of December 1778, we communicated the several Paragraphs respecting the Contracts for various Services concluded with Mr. Templer, Mr. Campbell, Captain Forde, Mr. Sampson, the late Mr. Johnson, and Mr. Vanderheyden, to the Persons concerned, and required their Answers to the Commands contained therein. Their Replies have been lately received, and are recorded on our Proceedings for your Information; but we have not yet had an Opportunity of taking them into Consideration.

EXTRACT of the General Letter from Bengal, dated the 14th January 1780.

Par. 118. A Plan was laid before us in our Military Department by the Commander in Chief, in the Month of August last, for a new Contract for supplying the Army with Draft and Carriage Cattle, which received our Approbation; and an Offer was made to Mr. Richard Johnson, the Executor of his late Brother the Contractor, of engaging with him on the Terms prescribed therein, instead of the Contract then in Force. Some Alterations being also deemed necessary in the Contract which then subsisted for victualling the Troops, the Executor's Acceptance of them was also required.

19. The Executor acquiesced in the Alterations proposed for both Contracts, and at the same Time acquainted us, that he had, with a View to the Liquidation of his Brother's Estate, transferred its Concern in them to Mr. Charles Croftes, who was before a Partner, and therefore requested the new Contracts might be drawn in his Name. He further requested, that as they had hitherto been kept in the same Hands, the Contract for victualling the Troops might be granted for the same Term; viz. Five Years, which you will find to be one of the Conditions of the new Plan for the Cattle Contract.

120. We shall only observe in this Place, that both Propositions were agreed to by a Majority of the Board, and the Contracts concluded with some Alterations, which were afterwards proposed and made in the Terms of them; begging Leave to refer you to our Consultations noted in the Margin, for our Proceedings generally upon the Subject. Messrs. Francis and Wheler, for the Reasons assigned in their Minutes, declined executing those Deeds, as well as those dissolving the Contracts with Mr. Johnson. Copies of both are recorded for your Information.

19 Aug. 1779. 2d } 16 } Sept. 13 Jan. 11 Nov. 1779.

EXTRACT of the Company's General Letter to Bengal; dated the 11th April 1781.

Par. 42. The next Article of General Coote's Plan which we shall notice, is intituled, "Emendations for the Bullock Contract."

43. We observe, that in July 1779, when the General's Emendations were proposed to the Board, nearly 18 Months were unexpired of the then subsisting Contract, which had been concluded for Three Years; commencing the First of January 1778, and expiring the First of January 1781.

44. When the General introduced the Subject to the Board, he observed, that the Remarks offered by General Stibbert, in his Letter of the 22d of August 1778, respecting the State of the Draft and Carriage Bullocks, required immediate Attention; and upon that Letter the present Measure seems to have originated; but to our great Disappointment we find no such Letter on your Records. You have minuted on Consultation the 26th of August, "*Read a Letter from General Stibbert, as follows*;" and several blank Pages are left for the Letter, but it is not entered.

45. General Coote remarks, That being in a State of actual War, it was unnecessary to set forth the indispensable Necessity of having the Draft and Carriage Bullock Trains put in the best Order possible, because the Success of every Operation in War depends so very particularly on the good or bad Condition of the Artillery Trains; and in this Opinion we concur with the General.

46. We

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46. We observe General Stibbert, in his Letter of the 6th of April, repeats his Representation of the Necessity of coming to some speedy Resolution for having the Army better supplied with Bullocks in very strong Terms; and we also find, that he had ventured in some Degree to anticipate that Part of your Regulation respecting the stipulated Daily Allowance of Food for the Bullocks.

47. The Number of Bullocks to be entertained by the Terms of the Contract: The Compensation to be made in case of Reduction: The advanced Price for Provision and Feeding; and the Term for which the Contract is extended, are Objects which demand our Consideration: We shall state the principal Facts on your Records; and then proceed to give our Sentiments and Instructions on the Points abovementioned.

48. On your Military Consultations of the 3d August 1779, we find the Number of Draft Bullocks to attend One Brigade in the Field, upon the Establishment proposed by General Coote, is stated at — — — — 789 } Spare Bullocks

The Carriage Bullocks — — — 569 } included.

	1,358	
Suppose Two more Brigades to be — —	2,716	
According to this Establishment, the Total for Three Brigades in the Field, should be — —	4,074	
The Draft Bullocks to be provided by the new Contract, are — —		4,000
And the Carriage Bullocks — — — —		2,700
The Total is		6,700

49. The Excess, above the Number established by the General to be attached to the Three Brigades, is 2,626.

50. There appears to us an Inconsistency in this Part of your Plan, for which we cannot account: You have but Three Brigades; you have provided for a full Establishment of Bullocks for each Brigade; you have added One to every Six as spare Bullocks; the Whole amounts to no more than 4,074; but you have contracted for 6,700 Bullocks to be kept in Pay, which is 2,626 more than the Service requires.

51. In the new Contract we observe proper Regulations are formed for preventing the Admission of bad Bullocks into the Service; also to oblige the Contractor, under a Penalty, to feed the Bullocks with a certain Quantity of Food per Day, and to provide a stipulated Number of Drivers and Overseers to attend them on Service.

52. We find the Number and Monthly Expence of Bullocks with the Army in September 1779 thus stated on your Proceedings; viz.

	Number	Rate		Amount	
Draft without the Provinces —	— 1,280,	at 5 Rupees per M°	— —	6,400	—
D° within the Provinces —	— 1,161,	— 3. 7. D°	— —	3,990	15
Carriage without the Provinces	— 612,	— 3. 10. D°	— —	2,218	8
D° within the Provinces —	— 564,	— 3. 3. D°	— —	1,797	12
Total Number	— 3,617	Am^t per M°	— S.R^s	14,406	3
			or Sicca R^s	13,786	3

53. By the new Contract no Distinction is made between Draft and Carriage Bullocks, nor between those stationed within and without the Provinces; but as it had been the universal Custom to make a considerable Difference in the Charge, we can by no Means approve that Part of your Regulation, unless the general Average had been reduced on that Account.

54. The Expence of your Establishment is stated as follows; viz.

	N°	Sicca Rupees	
Bullocks —	6,700,	at 5. 12. —	38,525
Drivers —	3,350,	at 5. —	16,750
Sirdars —	559,	at 6. —	3,354
		Sicca Rupees,	58,629

55. The Difference or Excess per Month, compared with the then subsisting Contract, is stated on your Proceedings at Rupees 44,842. 13. and the total Expence at Current Rupees 8,16,120 per Annum.

56. It rests with you to prove that the Service is benefited in Proportion, otherwise the Measure must have our Condemnation.

57. The

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57. The late Contractor, Mr. E. A. Johnson, being dead, we find the Offer of the Contract was made to Mr. Richard Johnson, his Brother and Executor, and immediately accepted; but his late Brother's Share having been already transferred to Mr. Charles Croftes, and Mr. Croftes having been a Partner in the subsisting Bullock and Victualling Contract, Mr. Johnson requested that both the new Contracts might be made out in the Name of Mr. Croftes; which was done accordingly.

58. We remark, that in the Agreement of 1777, any Number of the Contractor's Bullocks might be discharged, upon giving One Month's Notice to the Contractor; but by the Emendation proposed in July 1779, the whole Number of 6,700 Bullocks were to be kept in Pay during the Time of the Contract; but we observe, that on the 26th of August 1779, when your Secretary laid before the Board the Articles of Agreement which had been prepared by the Company's Attorney, the Governor General proposed an additional Clause to the following Effect: That it should be lawful for the Governor General and Council, after the Expiration of 18 Months, to reduce any Part of the Establishment of Bullocks upon 6 Month's Notice; that for every reduced Bullock a Sum equal to Thirteen Rupees per Annum should be paid to the Contractor, during the Remainder of the unexpired Term of the Contract; and if additional Bullocks should be wanted, a Bounty of 10 Sicca Rupees per Head, over and above the Rates allowed for providing and feeding 6,700 Bullocks, must be paid to the Contractor; which additional Clause was agreed to by the Board.

59. We find the Company are obliged to advance and lend to the Contractor any Sum of Money, not exceeding Three Fourths of the Value of the Stock to be provided; also to grant him a good and convenient Spot of Ground, within Fifteen Miles of Fort William, not exceeding 2000 Begahs, whereon to feed and depasture his Cattle. On which we remark, that *Three Fourths* of the Amount of the Stock appears to us an unreasonable Advance; and that the Indulgence of so large a Sum, and of Land for the Use of the Cattle, ought to have reduced the regular Price of providing and feeding, to the most moderate Bounds.

60. From the foregoing Facts the following Observations occur, viz.

First, That as the Number of Bullocks stated by General Coote as necessary for the Draft and Carriage Trains, after adding One spare Bullock to every Six to be employed, amounted to no more than 4074 for three Brigades; the surplus Number of 2626 appears to us totally unnecessary; and therefore, unless it shall appear that we have mistated your Propositions, or totally mistaken your Intentions, the said 2626 Bullocks, if already entertained, must be discharged immediately, as they cannot be paid for by the Company.

Second, The Compensation agreed to be made to the Contractor, for Bullocks which may be discharged, appears to us excessive and unreasonable, and therefore ought not to be paid by the Company, nor any Part thereof, exceeding the real Difference between the Prime Cost and the Amount for which such supernumerary Bullocks may be sold by the Contractor.

Third, If the Contractor shall refuse to discharge the surplus Bullocks, without being paid the full Compensation stipulated, they must nevertheless be discharged, and you must be responsible for the Damage sustained by the Company.

Fourth, Upon the most impartial Consideration of all the Materials before us, we candidly allow your System for the Provision of Cattle for the Service of the Trains to have been excellent, provided you had advertised for Proposals, and thereby ascertained the lowest Terms procurable, with good Security for Performance of the Contract.

But the Offer made to the Contractor for Five Years, without advertising for Proposals, appears to us very improper.

Fifth, We are nevertheless of Opinion, that provided the Terms were reasonable, it might not, for the most obvious Reasons, be for the Good of the Service, in Time of War, to renew the Bullock Contract every Year.

61. We therefore direct, that in future, no greater Number of Draft or Carriage Bullocks be entertained, to be paid for by the Company, than shall be necessary for the Service; that the Terms of the Contract be always advertised one Year at least before the Expiration of the subsisting Contract; that the lowest Terms, with good Security for Performance, be accepted; and that no Contract for Bullocks be, on any Account, concluded for a longer Term than three Years.

EXTRACT of the Proceedings of the Board of Inspection, at Fort William in Bengal, the 21st September 1780.

The following Letter, with the subsequent Extract of the Proceedings of the Governor General and Council in their public Department, on the 18th Instant, was received from the Sub Secretary on the 19th Instant; and the Extract is now entered on the Proceedings of this Department, agreeable to the Orders of the Governor General and Council.

Mr.

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Mr. John Bebb, Secretary to the Board of Inspection.

Sir,

I herewith transmit you, by Order of the Honourable Board, an Extract of their Proceedings this Day, in their General Department, to be entered on the Records of the Honourable Board of Inspection.

I am,
Sir,
Your most obedient Servant,
(Signed) E. Hay,
S. Secy.

Council Chamber,
the 18th Sept. 1780.

EXTRACT from the Honourable Governor General and Council's Proceedings, in their Public Department, on the 18th September 1780.

Read the following Letter from Mr. Charles Croftes.

Honourable Sir, and Gentlemen,

It having been suggested that the Execution of the Deeds by which I have contracted to serve the Honourable Company's Army with Provisions, and Draft and Carriage Cattle, is informal, owing to the same having been executed out of Council, by the Majority of the Members of the Board individually, and not collectively; I take the Liberty of respectfully soliciting the Honourable Board's Order, that such Indorsement may be made thereto, as will be effectual to remove any Doubt, and to ratify the Execution of the Deeds.

I have the Honour to be, most respectfully, &c.
(Signed) C. Croftes.

Mr. Tolfrey having been ordered to attend the Board, delivers in the following Draft of an Indorsement to be made on the Deeds which have passed between the Board and Mr. Croftes, prepared by Order of the Governor General for the Inspection of the Board.

To all to whom these Presents shall come: The United Company of Merchants of England trading to the East Indies, and Charles Croftes, Esquire, Parties to the within-written Indenture, send greeting:

Whereas it hath been suggested that the said Indenture hath not been executed with proper Form and Effect in Law; and whereas the said Parties to the said Indenture, notwithstanding they do consider the said Indenture to be legally and formally executed, yet are desirous, that in consequence of such Suggestion the same should be ratified and confirmed, so that all Doubts may be removed; and that the said United Company and their Successors, and the said Charles Croftes, his Heirs, Executors, Administrators, and Assigns, should be finally bound by the same: Now, know ye, that the said United Company, for themselves and their Successors, and the said Charles Croftes, for himself, his Heirs, Executors, Administrators, and Assigns, do hereby mutually covenant, promise, acknowledge, and declare, that the said within-written Indenture is the Deed of the said United Company and the said Charles Croftes, and legally binding as such upon the said United Company and their Successors, and the said Charles Croftes, his Heirs, Executors, Administrators, and Assigns, and every of them, from the 1st Day of September, in the Year of our Lord 1779, being the Day of the Date thereof. In Witness whereof the Governor General and Council of the said United Company's Presidency of Fort William in Bengal, on the Part and Behalf of the said United Company, have to these Presents subscribed their Names, and affixed the common Seal of the said United Company; and the said Charles Croftes hath set his Hand and Seal, this Day of September, in the 20th Year, &c. &c. &c.

Agreed to the Indorsement delivered in by Mr. Tolfrey; and Ordered, that it be ingrossed on the Deeds, for the Execution of the Board and Mr. Croftes.

The Secretary to the Board of Inspection, Mr. Croftes, and the Company's Attorney, attending the Board, the abovementioned Indorsements are signed, sealed, and delivered, by the Governor General and Sir Eyre Coote, on the Part and Behalf of the Company, and by Mr. Croftes, on his own Part and Behalf, as one of the Parties to the said Deeds.

Ordered, That a Copy of the Draft of the Indorsement delivered in by Mr. Tolfrey, and the Proceedings of the Board in consequence, be sent to the Secretary of the Board of Inspection, to be entered on the Proceedings of his Department.

A true Extract.
(Signed) E. Hay,
S. Secy.

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EXTRACT of the Proceedings of the Board of Inspection at Fort William in Bengal, the 26th October 1780.

The following Letter and Enclosures having been received from the acting Secretary to the Council, the Secretary of this Department issued an Order to be published to the Army, agreeable to the Commands of the Governor General and Council, signifying that an Assignment had been made to Mr. John Fergusson of Mr. Croftes's Contracts for providing Draft and Carriage Bullocks and Camels for the Use of the Army, and also of his Contract for victualling the European Troops on this Establishment; and that the Board directed Mr. Fergusson to be considered as Contractor, in the room of Mr. Croftes, and all Orders, Payments, and other Matters that concern these Contracts, to be issued to and transacted with Mr. Fergusson.

To Mr. John Bebb, Secretary to the Board of Inspection.

Sir,

The Honourable Board having been pleased to comply with the Request made in a Letter from Mr. Croftes, of which I send you an attested Copy, I am directed to make this known to you, and to convey to you the Board's Commands, that you issue all the Orders required in consequence.

I am,
Sir,
Your most obedient Servant,
(Signed) E. Hay,
Acting Secretary.

Council Chamber,
3d October 1780.

To the Honourable Warren Hastings, Esquire, Governor General, and the Council of Fort William.

Honourable Sir, and Sirs,

I humbly beg Leave to acquaint you, that I have assigned over my Contract for providing and feeding Draft and Carriage Cattle for the Use of the Army, and also my Contract for victualling the European Troops on this Establishment, to Mr. John Fergusson, your Contractor in my stead, and will give Directions that all Orders, Payments, and other Matters that concern these Contracts, may be issued to and transacted with him.

Calcutta,
2d October 1780.

I have the Honour to be, most respectfully,
Honourable Sir, and Gentlemen,
Your most obedient and
most humble Servant,
(Signed) C. Croftes.

A true Copy,
E. Hay,
S. Secretary.

EXTRACT of Letter from the Governor General and Council of Bengal, in their Public Department, to the Court of Directors, dated the 29th November 1780.

Par. 92. Mr. Charles Croftes has assigned over to Mr. John Fergusson his Contract for supplying the Army with Draft and Carriage Cattle, and also his Contract for victualling the European Troops in this Establishment. We directed Mr. Fergusson to be considered, in all Respects, as Contractor, in the room of Mr. Croftes.

APPENDIX, N° 120.

PROCEEDINGS of the Governor General and Council at Fort William in Bengal, relative to the Contract for victualling Fort William, concluded in 1779.

Extract of Letter from the Governor General and Council of Bengal, in their Public Department, to the Court of Directors, dated 14th January 1780.

Par. 65. PREVIOUS to the Receipt of your Commands of the 23d December 1778, we had converted the Plan of Mr. Belli's Agency, for keeping up a constant Supply of Victualling Stores in Fort William for the Use of a Siege, into a Contract, and entered into written Engagements

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Engagements with him to continue the ſame for Five Years. We nevertheleſs communicated to him your Orders for reſtricting the Commiſſion upon his Purchaſes to 20 inſtead of 30 per Cent. and for preparing Accounts of his actual Diſburſements, to be laid before us.—By his Anſwer he avers, that the full Advantages of his Office have fallen far ſhort of the Computation made of what they would have amounted to at the Allowance of only 20 per Cent.; yet, as he has promiſed to deliver in his Accounts, which we expect will ſhortly come before us, we forbear to make any Remarks upon his Caſe, or to take further Meaſures with him for the preſent.

EXTRACT of General Letter from Bengal, dated 3d March 1780.

Par. 28. In compliance with your Commands of the 23d December 1778, reſpecting the Agency for keeping a Supply of Victualling Stores in Fort William, which were notified to Mr. Belli, he has laid before us a complete Abſtract Account of his Agency, from the Time of his Appointment to the 31ſt January 1780; ſhewing on one Side the Amount of Payments made to him, both for the Proviſion of Stores and for Commiſſion; and on the other Side, the actual Coſt of the Stores laid in, together with the Loſſes really ſuſtained by the Agent in changing them, and the Expences incurred in the Execution of his Buſineſs.—By the Account thus clearly ſtated, it appears that the Whole of the Profits reaped by the Agent, during the Courſe of Three Years Service, amounts to Current Rupees 1,52,290. 8. 6.; but from this Sum muſt be deducted the Difference in Value of the preſent Stock from the Standard of the original Purchaſe, and the Charges of exchanging all the Articles which are periſhable, as ſuch Change is about to be effected; and this the Agent computes at 50,000 Rupees; ſo that a clear Profit is left to him of Current Rupees 1,02,209. 8. 6.: A Sum which appears much leſs than you were given to expect it would amount to, at a Commiſſion of only 20 per Cent. per Annum.

29. We muſt further remark, that this Profit is partly compoſed of a Saving on the original Purchaſe upon the Prices fixed by the Board, from the caſual Fluctuation of the Markets; a Circumſtance which can never happen again, unleſs the Quantity ſhould be increaſed, and freſh Purchaſes made in conſequence, at a favourable Rate: And partly, as the Agent aſſures us, by the State of the Market, at which no Scarcity has prevailed of the moſt eſſential Articles, ſince his Appointment.

30. The Agent concludes, with declaring his Inability to perform his Contract at a lower Rate than that which is allowed him; and with urging, that the Profits for Three Years, with a Commiſſion of 30 per Cent. have fallen ſo far ſhort of what you ſuppoſed they would amount to at 20 per Cent. which Commiſſion you have aſſented to his retaining, that it could never be your Intention, under ſuch Circumſtances, that he ſhould refund the Advantages he has received, than which he is to receive ſhould be diminiſhed.

31. Here the Matter now reſts; and we beg Leave to refer it to your Juſtice for a final and impartial Deciſion; requeſting at the ſame Time, that you will give Attention to the Letters of the Agent, noted in the Margin, and to the Governor General's Minute, which makes a Number in the Packet. 23d Dec. 1779. 24th Feb. 1780.

EXTRACT of the Proceedings of the Governor General and Council, in their Military Department, dated 15th July 1779.

Extract of Sir Eyre Coote's Minute.

I approve of the Depot of Proviſions, and Regulations reſpecting its being kept up.

EXTRACT of the Proceedings of the Governor General and Council, in their Military Department, the 9th Auguſt 1779.

Read Minute by the Commander in Chief, on the Depot of Proviſions for Fort William. (See Proceedings, 15th July.)

Governor General—Having received frequent Remonſtrances from the Agent for this Depot, concerning the heavy Loſſes and Inconveniencies to which he is ſubjected by the preſent indefinite Term of his Agency, which obliges him to purchaſe the different Articles of the Stores at the current Prices of the Markets, and in ſuch Quantities as are ſpecified in the preſcribed Liſts; which in Times of Scarcity can neither be procured of equal Quantities as in Seaſons of Plenty, nor without an Increaſe in the Price, ſometimes even exceeding the Rates preſcribed in the Table formed by the Board; the Governor General recommends, that the Agency be converted into a Contract, and be fixed for the Term of Five Years. The Governor General deſires his Motion to be inſerted in this Place; but, to prevent any Delay in paſſing the Reſolutions required by the Subjects

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Subjects expresly submitted to the Board by the Commander in Chief in his Minute, he desires that the Opinion of the Board may be received upon it in Circulation.

EXTRACT of the Proceedings of the Governor General and Council, at Fort William, in their Military Department, 17th August 1779.

In Circulation.

EXTRACT Proceedings of the Governor General and Council of the 9th August 1779, respecting the Depot of Provisions for Fort William; viz.

Sir Eyre Coote—I approve of the Depot of Provisions, and Regulations regarding its being kept up.

Governor General—Having received frequent Remonstrances from the Agent of this Depot, concerning the heavy Losses and Inconveniencies to which he is subjected by the present indefinite Term of his Agency, which obliges him to purchase the different Articles of the Stores at the current Price of the Markets, and in such Quantities as are specified in the prescribed Lists; which in Times of Scarcity can neither be procured of equal Qualities as in Seasons of Plenty, nor without an Increase in the Price, sometimes even greatly exceeding the Rates prescribed in the Table formed by the Board; the Governor General recommends, that the Agency be converted into a Contract, and be fixed for the Term of Five Years. The Governor General desires his Motion to be inserted in this Place; but, to prevent any Delay in passing the Resolutions required by the Subjects expresly submitted to the Board by the Commander in Chief in his Minute, he desires that the Opinion of the Board may be received upon it in Circulation.

Sir Eyre Coote—I entirely concur in the Motion of the Governor General, as I am clear that a Contractor can act cheaper, and, of course, perform the Service better, by having his Contract for a Series of Years, than for One only, when his Profits must be immense, even bear him harmless, and much more to secure him a Profit; and this is better known than I do, by Members of this Board, to be the general Practice in Europe.

However, had I not these fundamental Principles to induce me to support the Governor General's Motion, I should still most heartily join in it, from the long Knowledge I have of the Merits of Mr. Belli, whose Abilities, Honor, and Integrity I know to be equal to any Charge that Government can confer upon him; and which, I am confident, he will execute with as much Advantage to his Employers as Credit to himself, and those who place him in it.

Mr. Francis—Every Objection urged against disposing of the Bullock Contract for Five Years, in the Manner proposed, in my Opinion, lies with greater Force against this Proposition. Both of them stand in direct Contradiction to the 36th Article of the Company's Instructions to this Board, in which it is Ordered, " that all Contracts, with the Conditions, be publicly adver-" tised, and sealed Proposals received for the same, &c."

The Business of supplying the Fort with Stores, has hitherto been performed by Agency, and this Mode was expresly chosen by the Governor General himself, because an Advertisement for a Contract for such Stores would be improper: It would be to tell the World what Provision was made for the Defence of the Garrison.—See Consultation 4th November 1776.

The Governor General now represents that he has received frequent Remonstrances from the Agent for this Depot, concerning the heavy Losses and Inconveniencies to which he is subjected by the present indefinite Term of his Agency; and on this Ground recommends, that it may be converted into a Contract, and be fixed for the Term of Five Years.

It is natural enough that the Agent, after enjoying the most profitable Employment that I believe ever existed under this Government, since January 1777, without any public Complaint of these heavy Losses and Inconvenience against which he now remonstrates, should wish to have it secured to him for Five Years longer. It is also very natural, that at the approaching Expiration of this Government, he should feel some Apprehensions for the Fate of his Agency under a new one, and that he should use his Interest with a Majority of the Board, if possible, to put it out of the Power of their Successors to reduce his immoderate Profits, or to make any new Arrangements for the public Service in this important Department; but when he affirms that he has suffered heavy Losses and Inconveniencies by the indefinite Term of his Agency, so extraordinary a Proposition ought to have been accompanied with something like a Proof. Nothing less than its being brought before us by the principal Members of the Board, could induce me to give it a serious Consideration.

In opposition to it, I shall state some Facts, which, I believe, will set the Matter in a clear Light.

1st. The Amount of the Provisions supplied by the Agent since the Commencement of his Agency is Current Rupees 3,70,252 Prime Cost, as per Account annexed. This Sum is advanced to him by Government, as fast as his Supplies are purchased; consequently he has not been subject to any Distress or Difficulty to raise Money. He loses nothing on the Head of Interest; and if he is not very careless or unskilful in his Management, he ought to have been a considerable Gainer on the original Purchase of the several Articles, independent of the Profits he may make by the occasional Conversion of the Stores at favourable Opportunities. He has the Favour

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Favour and Protection of Government to support him in his Purchases, which in this Country is no small Advantage. He buys great Quantities at a Time, and at what Season he pleases, and is paid at the Average Rate fixed by the Bazar Price of small Quantities: That is, he buys in Gross, and in Effect sells in Retail. And lastly, he trades with a Stock purchased for him with the public Money.

2d. To secure the Agent, however, against all possible Losses, to enable him to keep a constant Stock, and to reward him for his Trouble, it was originally agreed to take the Opinion of Three of the most respectable Merchants in Calcutta, what might be a reasonable Commission on the Value of the Supplies to answer all the above Purposes; and Messrs. Robinson, Kellican, and Croftes, who were consulted on this Occasion, reported, that Twenty per Cent. per Annum would be a reasonable Commission.

It was Resolved, nevertheless, by the Governor General and Mr. Barwell, against General Clavering's Opinion and mine, 30 per Cent. per Annum should be allowed.

3d. The Commission already drawn by the Agent, on a Supply of Current Rupees 3,70,252, amounts to Current Rupees 2,29,912; that is, since the 10th of March 1777. His Annual Commission on the above Sum amounts to Current Rupees 1,11,075. Yet he complains that he suffers heavy Losses and Inconveniencies by the indefinite Term of his Agency.

Nothing more, I imagine, need be said to demonstrate the Unreasonableness and Inexpediency of any Measure tending to continue the Agency on its present Footing. But, independant of all other Objections, I object to the proposed Contract, as to an Act exceeding the Limits of our lawful Authority.

If it be in the Power of a Majority of this Board, at the Moment of their own Dissolution, to bind their Successors by Engagements for any Term they think proper, and to disable them from correcting any existing Abuse, it will be in vain for the Company or Parliament to change the Administration of the Company's Affairs in this Country, and to vest it in other Hands.

That Question, however, if I continue in the Government, shall be tried on Behalf of the Company; and if it be in my Power, the exorbitant Profits of this Agency, in whatever Shape it may be continued, shall be reduced. In the mean Time, I protest against the Proposition, and will not sign the Contract.

A STATEMENT of the Amount of Victualling Stores lodged in the Garrison of Fort William by the Agent Victualler, with the Amount of Commission drawn thereon by him, for keeping up the Supplies in good Order and Condition.

One Bill for sundry Victualling Stores, dated 10th March 1777	71,923	9	5			
One D° — — — 11 April —	45,549	2	6	1,50,231	8	2
One D° — — — — 4 May —	32,758	12	3			
Commission on D° 30 per Cent. — —				45,069	7	—
One Bill — — dated 7 June 1777 — —	27,329	4	9	35,528	1	4
Commission on D° 30 per Cent. — —	8,198	12	7			
One Bill — — dated 4 October 1777 — —	27,936	0	8	36,316	13	6
Commission on D° 30 per Cent. — —	8,380	12	10			
One Bill — — dated 30 November — —	40,393	1	3	52,511	—	—
Commission on D° 30 per Cent. — —	12,117	14	9			
One Bill — — dated 30 April 1778 — —	31,574	13	9	41,047	5	—
Commission on D° 30 per Cent. — —	9,472	7	3			
One Bill — — dated 4 November 1778 —	27,243	10	9	35,416	11	10
Commission on D° 30 per Cent. — —	8,173	1	1			
One Bill — — dated 21 January 1779 — —	33,378	1	2	43,391	8	—
Commission on D° 30 per Cent. — —	10,013	6	10			
One Bill — — dated 7 April — —	32,166	4	5	41,816	2	6
Commission on D° 30 per Cent. — —	9,649	14	1			

Commission charged as follows on the undermentioned Sums stated above, for preserving in good Condition the Articles which compose their Amount.

On 1,50,231 8 2	from 30 April 1778	to the 1 May 1779 —	45,069	7	—			
27,329 4 9	D° 27 June 1778	D° 27 June 1779 —	8,198	12	7			
27,936 0 8	D° 4 October 1778	D° 4 October 1779 —	8,380	12	10	1,18,836	6	2
40,393 1 3	D° 30 November 1778	D° 30 November 1779 —	12,117	14	9			
1,50,231 8 2	D° 30 April 1779	D° 1 May 1780 —	45,069	7	0			
		Current Rupees —				6,00,164	15	6

N. B. The above Account states the Amount of Stores supplied and Commission drawn thereon, by the Bills and Accounts Current of the Agent, and by such Payments from the Treasury

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fury as appear to be specifically stated. This Explanation has been thought necessary, as some of the Payments entered in the Treasury Account refer only to Order of Council, none of the Particulars of which are mentioned; by which Means the Correspondence between the Sums so charged to have been paid to the Agent Victualler, and the Particulars entered in his Accounts, does not in each Instance appear: Wherefore it became necessary to rely chiefly on the Correctness of the latter in stating the foregoing Account.

Fort William,
Accountant General's Office,
14th August 1779.

Errors excepted.

James Millar,
Acting Accountant General.

Mr. Barwell—I have read with Attention the Dissent and Protest of Mr. Francis to the Measure for continuing the Supply of Victualling Stores with Mr. Belli, the present Agent who furnishes these Stores.

The Principle on which this Dissent is grounded might require Examination, if the Warmth with which it is made, and the Intimation given in the concluding Words of it, would allow any one who reads it to doubt the Influence under which it is written.

That Species of Despotism which is established and maintained by the Operation of an unremitted Dependance on the Will of Rulers, of all others most pernicious to a Community, because every Member of a Community so circumstanced, must, when it systematically prevails, either preserve his Station by servile Compliances, or risk it by adventuring to act on Principles of Freedom; in short, unremitted Dependance for pecuniary Benefits, is a constant Bribe given to every Individual by the Rulers of every State, who annex it as a Condition to the Benefit they confer; I cannot therefore acquiesce in the Reasoning I have heard advanced by the Members in Opposition, nor subscribe to their Opinion, which would make the present Agent, who furnishes and keeps up the Depot of Provisions for the Garrison of Fort William, hold his Office during Pleasure.

The Objections which are made to the Commission of 15 per Cent. for furnishing the Stores, and to the 15 per Cent. allowed to indemnify the Agent for replacing the decayed and damaged Stores, and renewing the whole Depot every Year, are indeed ingeniously stated, and the inventive Powers appear tasked to the utmost, to make this Commission and this Allowance, amounting in the Whole to 30 per Cent. strike the superficial Reader as an exorbitant Premium; but I will adventure to affirm, on my own Knowledge of the perishable Nature of the Stores supplied and kept up, that it is not possible for the Agent to derive much of any Benefit, if he does not suffer a Loss, which I really think he must, from this Part of his Engagement: Where is the Garrison, in which a Depot of Provision is kept at the public Charge, that does not condemn more than 15 per Cent of such Store in the Course of One Year, over and above the heavy Loss arising to the Public by the Yearly Renovation of the Depot? I believe the Depot of the Garrison of Gibraltar is not, nor can be maintained by the English Government at so small an Expence, while the Supplies are contracted for, and the Loss on condemned Stores borne by the Nation, as well as of those which, though not condemned, are sold off at the End of every Year, as being of a very perishable Nature; and though fit for immediate Use, are not in a State of Preservation, or capable of it, for the Course of another Season. And if this is the Case, and it certainly is the Case, of 15 per Cent. for the Renovation of the Depot of Provision for Fort William, and the Loss arising from condemned Stores, is a very moderate Premium, much more moderate, I affirm, than the Expence would be to our Government, was a Contract entered into for an Annual Supply, and the old Stores in Preservation, and those condemned, sold at the End of every Year for Government—Why it should be advanced as an Argument against the Mode proposed for keeping up a Depot in high and perfect Preservation, that the Agent possibly may do it without Loss to himself, I cannot comprehend, unless it means to affirm by Implication, that Government can keep up such a Depot with equal Facility, and without Loss, or little Loss. If this is the Position laboured to be established, I deny it, and the Experience of every Man must contradict it. In what Office of our Government, or in any Government, are Stores of a perishable Nature kept up without Loss, and a heavy Loss, to the Government? I am sure, in no Office that has ever fallen under my Observation, and I call upon the other Members for Information, if any Office has under theirs.

In all the Offices of Supply under our Government, Advances are made on the Application of our Officers, and a Commission of 15 per Cent. allowed on the Rates fixed by Government on the Articles to be supplied; on many Articles this Commission is reduced to nothing, as their real Price far exceed the Rates, while on others it is enhanced by being below the Rates. I dare affirm, the Agent for keeping up the Depot of Provisions for Fort William would esteem himself very happy to draw this Commission clear for his Supplies, and disengage himself from the further Allowance of 15 per Cent. with the Condition annexed to it, of renewing and keeping up the Depot: But as I am convinced, it is not for the Interest of Government to wait this Condition, and contract at 15 per Cent. simply for an Annual Supply, I can never acquiesce to make his Office a mere Office of Supply, and subject the Company to the burthensome Loss of renewing Yearly such perishable Stores. The perplexed and intricate Manner in which the Account annexed to Mr. Francis's Minute is drawn, obliges me to oppose to it a more simple and comprehensive one; shewing the Periods, the Amount of the Supplies, and the

the Commission, to the 1st May 1779, from 1st May 1777; in which Period the first Purchase of 1,50,231. 8. 2. must have been renewed twice, at the Expence of the Agent, and the subsequent ones, to the 30th April 1778, once.

I will not propose, that the Commission drawn, the 15 per Cent., in the Course of the same Period in any other Office should stand opposed. I am convinced none of the other Offices of Supply are so low, or in which the Services of the Agents have a meaner Reward.

I agree to the Proposition of keeping up a Depot of Provision for the Garrison of Fort William, on the Terms of the existing Agency, on a Contract for 5 Years.

A STATE of the Amount of Stores lodged in the Garrison of Fort William by the Agent Victualler, specifying the Dates of such Lodgments, and shewing the Amount of Commission which would accrue thereon, at 30 per Cent. per Annum, or 2½ per Cent. per Mensem, from their respective Dates to the 1st May 1779.

BILLS.	Dates of Bills.	Amount Principal.	Yrs Mo Dys	Amount Commission.
Three Bills — —	1 May — 1777	1,50,231 8 2	2 — —	90,138 14 —
One D° — —	27 June — —	27,391 4 9	1 10 3	15,099 6 10
One D° — —	4 October — —	27,936 — 8	1 6 26	13,176 7 9
One D° — —	30 November —	40,393 1 3	1 5 —	17,167 — 11
One D° — —	30 April — 1778	31,574 13 9	1 — —	9,472 7 3
One D° — —	4 November —	27,243 10 9	— 5 26	3,995 11 6
One D° — —	21 January 1779	33,378 1 2	— 3 9	2,753 11 —
One D° — —	7 April — —	32,166 4 5	— — 23	616 8 4
	Curt Rs	3,70,252 12 11	Curt Rs	1,52,420 3 7

Fort William,
Acct Genl Office,
19 August 1779.

(Signed) Ja. Miller,
Actg Acct General.

Errors excepted.

Mr. Wheler—As I have upon a very recent Occasion assigned my Reasons for preferring Annual Contracts to Engagements of a longer Period; and as I have likewise endeavoured to prove that no other can be entered into without subjecting, on the one Hand, the Contractor to an unreasonable Degree of Risk, or the Company, on the other, to an improvident Bargain; it remains only for me to add, that in my Opinion, if Pains were taken to select, from among the Variety of Contracts that already have, or probably very soon will, become the Subject of public Discussion, it might prove difficult to take from the Mass One where the Fitness of an Annual Contract, in preference to a longer Period, was more striking, and where the Arguments in favour of a contrary Opinion can with less Effect or Reason be applied.

The Advantage and Utility of Annual Contracts are so well known in England, that I do not recollect a single Instance among the Company's Engagements, whether for Military or Naval Stores, for Provisions, for any Article either for Export or Home Consumption, where the Contracts or Engagements have not expired with the Year; and although I seem called upon by the Commander in Chief to evince the contrary Practice, I must here declare, that those which I had the Honour to be engaged in with Government, were for no longer a Period: I may likewise further add, that the Public received no small Advantage from the short Duration of those Contracts, yet sufficient Encouragement was given to the Contractors.

If then the fundamental Principles of Contractors are, as I have stated them, in favour of Annual ones, or if this Precaution is necessary, and generally adopted in a Country where the Value of each Article can be ascertained with so much Facility and Ease, and where either a Rise or Fall of the Markets easily exceed Five per Cent. how much more expedient must a similar Regulation prove in Bengal, where there is frequently a Fluctuation of 30 per Cent.?

To prove the Utility of entering into Engagements for so long a Period as Five Years, it is necessary, in my Opinion, to state very different Arguments from those made use of in the Governor General's Minute; viz. It ought to be clearly ascertained, that the Articles to be contracted for are subject to little or no Fluctuation, and they will certainly be procured at or about the same Price which regulates the Markets at the Commencement of the Contract: Without some such Rules, the contracting Parties will become equally exposed to the ill Consequences of long Engagements; which shorter ones are better calculated to relieve, if not entirely exempt them from.

In addition to the above Arguments, it may be necessary to observe, that a Depot of Provision in Fort William can only be required in the Case of a War, or the Apprehension of a War; and

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and that many Circumstances may happen which might render it quite unnecessary, and leave the Contract, if extended to the Time proposed, an useless Burthen and Expence on the Company.

For these Reasons I am against entering into any Contract for a Term exceeding One Year.

EXTRACT of the Proceedings of the Governor General and Council of Bengal, in their Public Department, the 26th August 1779.

EXTRACT Proceedings of the Governor General and Council, in their Military Department, the 9th August 1779.

Read Minute by the Commander in Chief on the Depot of Provisions for Fort William.

Sir Eyre Coote—I approve of the Depot of Provisions, and Regulations respecting its being kept up.

Governor General—Having received frequent Remonstrances from the Agent for this Depot, concerning the heavy Losses and Inconveniencies to which he is subjected by the present indefinite Term of his Agency, which obliges him to purchase the different Articles of the Stores at the current Prices of the Markets, and in such Quantities as are specified in the prescribed Lists; which in Times of Scarcity can neither be procured of equal Qualities as in Seasons of Plenty, nor without an Increase in the Price, sometimes even greatly exceeding the Rates prescribed in the Table formed by the Board; the Governor General recommends, that the Agency be converted into a Contract, and be fixed for the Term of Five Years. The Governor General desires his Motion to be inserted in this Place; but, to prevent any Delay in passing the Resolutions required by the Subjects expresly submitted to the Board by the Commander in Chief in his Minute, he desires that the Opinion of the Board may be received upon it in Circulation.

Resolved, That the Agency for furnishing the Depot of Provisions for Fort William be converted into Contract, and fixt for the Term of Five Years.

A true Extract.

(Signed) Robᵗ Kyd, Secretary.

Ordered, That the Company's Attorney do prepare proper Deeds to be entered into with Mr. Belli, to oblige him to perform the Service of keeping a constant Supply of Victualling Stores in the Garrison of Fort William, upon the Terms on which he now executes it by Agency.

EXTRACT of the Proceedings of the Governor General and Council of Bengal, in their Public Department, the 6th September 1779.

The Draft of a Contract to be entered into with Mr. Belli, for keeping the Garrison of Fort William supplied with Provisions for the Use of a Siege, for Five Years, according to the Plan entered in Consultation the 4th November 1776, and the Resolution of the Board on the 26th ultimo, having been sent in by the Company's Attorney, and circulated, the following Minutes were returned.

Approved. (Signed) Warren Hastings.
(Countersigned) Richard Barwell.

Mr. Wheler——Article 1st—I refer to my Minute of the for my general Objections to this Contract.

Article 2d—As the Schedule or Indent (N° 5.) which only can determine the Propriety of this Article, does not accompany the Draft of the Contract, I can make no Remark on it.

The 3d Article is proper; and I am particularly happy to find, that though my Arguments in favour of a joint Trust, upon a recent and similar Occasion, proved ineffectual, they are neverthe-less adopted on the present.

The 4th Article is proper, so far as relates to the perishable Stores.

I object to the Excess of the 5th Article.

Article 6th—By this Article the Company will, at the Expiration of Five Years, have paid 150 per Cent. for new Wine; whereas by keeping the original Stock, and allowing a Commission upon such Part only as is equal to the Wastage, the Garrison will be better served, and the Company's Treasure less exhausted: (The same Observation will hold good in regard to all Spirituous Liquors). And as Madeira Wine is now at a lower Rate than it has ever yet been known, the whole Quantity should be immediately purchased.

Article 7th—The Stores delivered must be in Proportion to the Advances preceding the Delivery.

8th—I object to the Commission.

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9th—Proper, if the Person is appointed by the Commanding Officer in Garrison.
10th Article—This is proper.

(Signed) Edward Wheler.

Ordered, That the Contract be ingrossed by the Company's Attorney, for signing, according to the Draft.

EXTRACT of the Proceedings of the Governor General and Council, in their Public Department, the 4th October 1779.

The Governor General having sent in the following Minute, respecting the Contract entered into with Mr. Belli, it was circulated for the Perusal of the other Members of the Board.

The Governor General desires the following Minute may be recorded on the Proceedings, in Reply to Mr. Francis of the 17th of August.

Governor General—Mr. Barwell has already so fully answered every Objection urged by Mr. Francis against the Propriety of continuing to Mr. Belli the Agency for supplying the Garrison of Fort William with Provisions for Five Years, that any further Remarks from me appear to be unnecessary. But when I consider Mr. Belli's Situation in my Family, and the Acrimony of Style displayed in Mr. Francis's Protest, as well as the several Insinuations contained in it, I cannot help deeming the violent Opposition he has made to my Motion as personal; and viewing it in this Light, I shall trouble the Board with a few Remarks upon the Subject, after having thankfully acknowledged how much I think myself obliged to Mr. Barwell, whatever were his Motives, both for the Readiness and Ability with which he has refuted the Arguments offered by Mr. Francis *against this* Measure.

Mr. Francis begins by observing, that the Contract is in direct Opposition to the Company's Orders; and that the Business has hitherto been performed by Agency, &c. To furnish a Depot for the Garrison of Fort William, is not a Business for Proclamation, nor to be disposed of to the lowest Bidder, for the Reasons which I before used, and which Mr. Francis, I know not why, has quoted against it.

An Agency with a fixed Rate, and a fixed Commission, is to all Intents and Purposes a Contract. All that I have now proposed, is to fix the Term, and to bind the Contractor by Penalties.

I can by no Means agree with Mr. Francis, "That the Agent Victualler enjoys the most profitable Employment that ever existed in this Government."

Mr. Livius has an Agency, with 15 per Cent. Commission on Articles rated by former Charges of Commissaries, of course greatly above the real Cost. Mr. Livius is professedly patronised by Mr. Francis, who passes his Bills. Nine or Ten Lacks thus paid to him are yet unaccounted for.

In Answer to Mr. Francis's Insinuations, that it is natural enough for the Agent to wish to secure himself before the Expiration of the present Government: I avow the Fact as to myself, as well as the Agent.

When I see a systematic Opposition to every Measure proposed by me for the Service of the Public, by which an Individual may eventually benefit, I cannot hesitate a Moment to declare it to be my firm Belief, that should the Government of this Country be placed in the Hands of the present Minority, they would seek the Ruin of every Man connected with me: It is therefore only an Act of common Justice in me to wish to secure them, as far as I legally can, from the Apprehension of future Oppression.

Mr. Francis has grossly mistated my Minute, when he says I affirm the Contractor has sustained heavy Losses by the indefinite Term of his Agency. I am sorry to add this to the many Instances upon Record, during the Course of our Debates, of the Inaccuracy of Mr. Francis's Quotations, and his subsequent Reasonings in consequence.

I said, he was "subjected" to many heavy Losses; and some he has actually sustained in the Purchase of Articles at 20 per Cent. above the Table of Rates. On the capital Article of Grain, he has indeed been a Gainer, his Purchases having been luckily made at a Time of Plenty, and his Sales with the public Apprehension of a Scarcity. *His Success in this* Instance has alarmed him for the future, and with Reason.

Suppose the Reverse had happened, with his indefinite Agency, which may expire To-morrow, he can only venture to purchase what is immediately wanted, and that he is obliged to provide; he cannot venture to invest a large Capital in distant Commissions; of course, his Purchases, by being made at Hand, are from the dearest as well as the nearest Markets. He may buy his Rice at 20 Seers for the Rupee, he may be under the Necessity of selling it at 40, and this one Article prove his Ruin.

With what Propriety can the Profits of this Agency be stiled immoderate?

The Rates were fixed by accurate and actual Rates of the Market, and the Agent was allowed the customary Commission of 15 per Cent. on the Purchases. He was obliged to charge the Stores, and allowed for Damages (which in many would be the Loss of the Whole, and in all of something) 15 per Cent. on the Prime Cost so sold. This Mr. Francis calls 30 per Cent. and rates it as a clear Profit.

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Besides this Drawback, the Agent, as will appear from an Inspection of his Books, if called for, has frequently been obliged to purchase Stores at a Price far exceeding the Allowances made to him by the Company.

	—	20 per Cent.
In purchase of Ghee he has lost	—	25 D°.
Moong	—	$17\frac{1}{2}$ D°.
Turmerick	—	52 D°.
Oil	—	33 D°.
Salt Beef	—	

He is likewise liable to Losses in the Transportation of Goods to Calcutta; and by an Adventure from Purnea last Season sustained a Loss of 10,000 Rupees.

Mr. Francis, stating the Sum of Current Rupees 2,29,912, as clear Gain to the Agent, makes no Deductions for the Losses I have specified; nor has he considered the Decay, Wastage, Servants Wages, Cooley Hire, and other unavoidable Expences attending the Agency for near Three Years. But in order to swell this Sum as much as possible, he has included in it above 70,000 Rupees as received by the Agent, though the Risk for which it was paid to him will not expire till May 1780.

Mr. Francis once thought differently of my Plan. The Words of his Minute delivered on the 4th November 1776, when it was first read at the Board, were, "If the Service be necessary in any "Degree, it is a Service of the first Necessity, and should not be stinted for the Sake of any in- "considerable Saving, which in the Event perhaps might only be apparent."

I am firmly in Opinion, and am happy to be confirmed in it by the Sentiments of the Commander in Chief, that the Service must continue of the first Necessity while we continue in Possession of Fort William. I also most heartily concur with the Commander in Chief in Opinion, that the Board could not confer a Contract of this Importance on a Gentleman of more Honour and Integrity than Mr. Belli, or who would more conscientiously discharge the Duties of it.

In reply to Mr. Francis's Observations, that Mr. Belli enjoys the Favour and Protection of Government, I do most solemnly declare he has never applied to me for the most trifling Interference or Support in his Agency.

I have one Remark to make on the Subject of his Agency, since Mr. Francis has thought proper to make so pointed an Attack upon it. He must remember how strenuously it was opposed by the late General Clavering in the several Stages; his Protests and Remarks were transmitted to the Court of Directors, and were received at a Time when our Proceedings were rigidly scrutinized, and when every Measure proposed by me, which could be deemed in the smallest Degree objectionable, underwent the severest Comment. My Plan for supplying Fort William with Provisions passed without a Remark: And this is to me a convincing Proof that the Directors esteemed it to be highly beneficial to the Company.

(Signed) Warren Hastings.

The following Minute from Mr. Francis, in Answer to the foregoing, having been sent to the Secretary Yesterday, he now lays it before the Board:

Mr. Francis—I have not seen Mr. Barwell's Minute, in which the Governor General affirms, that "every Objection urged by me against the Contract proposed to be given to Mr. Belli for "Five Years, *is fully answered*." I did not know that such Minute existed; and, unless Facts can be altered, I cannot for my own Part conceive it possible, that mine can be refuted. The Governor General's Minute was transmitted to me this Morning.

If Recrimination does not imply an Admission of the Charge, it certainly is no Defence against it. I cannot allow that one Abuse is justified by another; nor am I bound to answer any Objections, whether valid or not, to the Agency for Stores held by Mr. Livius. The Governor General and Mr. Barwell had just as much Concern in giving it to him as I had; if it be liable to Abuse, why is it not corrected? If his Profits are too great, why have they not been reduced? Mr. Hastings and Mr. Barwell have had absolute Power in their Hands for above Three Years. It is not my Fault if they have not employed it as they think the Public Service requires. It is said, "That Mr. Livius has an Agency with Fifteen per Cent. Commission, "on Articles rated by former Charges of Commissaries; of course greatly above the real Cost." If the Assertion were true in Terms, it remains to be explained, even on the Principle of Precedents, how the giving 15 per Cent. to one Agent, justifies giving 30 per Cent. to another. Messrs. Robinson, Kellican, and Croftes, reported, that Twenty per Cent. per Annum would be a reasonable Commission to Mr. Belli: Mr. Hastings and Mr. Barwell, nevertheless, gave him Thirty. With respect to the Military Storekeeper's Book of Rates, the Fact is, that it was formed by the late Colonel Dow, with the Approbation of the Board of Ordnance; not by the former Charges of Commissaries, but by an Enquiry into the actual Bazar Prices of that Period: Whether Mr. Livius gains or loses by those Rates, is unknown to me: I believe, that occasionally he may do both; I have no Right to examine his Mercantile Books, nor does it concern the Service in question.

It

It is said, *Mr. Livius is professedly patronized by me.* I recommended him to the Office of Military Storekeeper, and I would maintain him in the just Rights belonging to it, on the same Principle on which I would insist on his performing the Duties of it. Thus far my Patronage of Mr. Livius has extended.

But it is added, *That I pass his Bills.* The Assertion, as it stands expressed, may be supposed to be a Mistake. The Governor well knows, that I resigned the Employment of Comptroller of the Offices from the End of December 1778, and that I have repeatedly urged to him the Necessity of requesting some other Member of the Board to undertake it from that Period. Places of Influence or Profit are not often so easily relinquished. If the Accounts of the public Offices have not since been examined, the Governor General, I presume, will assign his Reason for it to the Company. Neither is it true, that I ever passed Mr. Livius's Bills, in the Sense plainly implied by the Governor General. They were constantly examined by Mr. Baugh and his Assistant with the utmost Strictness, before they came to me for their final Confirmation; my Diary is before the Court of Directors; it was not possible, therefore, that I could favour Mr. Livius, or any Body else, unless Mr. Baugh and I acted in Collusion. I desire, that he may be examined at the Board upon his Oath, and in my Absence, concerning the Manner in which I executed my Part of the Examination; and I most earnestly request of Mr. Wheler, to make a Motion in my Behalf to this Effect, at the next Board of Inspection. I leave it to the Governor General and Mr. Barwell, to put such Questions to him as they think proper. It would be much beneath me to make any other Reply to the Collusion, evidently meant to be drawn from the supposed Fact of my passing Mr. Livius's Bills, but that I receive it as it deserves.

Again, it is asserted, " that Nine or Ten Lacks, *thus paid to Mr. Livius*, are yet unaccounted " for." I do not know what the Amount of the Military Storekeeper's Disbursements may be since December last, having no Concern in the Examination of his Accounts: The Secretary has the Monthly Accounts before him, and I desire he will state the Amount in this Place *. The Military Storekeeper's Accounts of his Disbursements being given in to him every Month, and a Balance struck before he receives a further Advance for the ensuing Month, it cannot truly be said, that the Sums he has received since December last are unaccounted for: If his Accounts are not examined, it is not his Fault.

Any Person unacquainted with the Transaction of Business in the Military Storekeeper's Office, and who saw only in what Circumstances, and with what apparent View, it is asserted that Nine or Ten Lacks, *thus paid to Mr. Livius* since December last, are yet unaccounted for, would naturally conclude, that this Money was all on account of his Agency for the Provision of Military Stores; for if it were not so, the Comparison between his supposed Profits and those of Mr. Belli (to shelter which, Mr. Livius's Name and Office are manifestly introduced) proves nothing, and falls to the Ground. Now, *the Fact is, that the greatest Part of the Monthly Sums issued to Mr. Livius, are advanced to him as Military Storekeeper, not as Agent*: Out of these, he pays his own Office Charges by a fixed Establishment; the Establishment of the Commissary General's Office, with the Price of all Articles furnished by Lieutenant Colonel Green by Contract; the Price of all the Powder furnished Monthly by the Powder Contractor; and many other Contingencies. In the Management of all these Disbursements, the Military Storekeeper pays as fast as he receives, and has no Profit whatsoever, not even that of having a Sum of public Money for a short Time in his Hands. It is a Fact, not unworthy of Notice in this Place, that all the other Heads of Offices receive their Monthly Advances Twenty Days before he does, owing to some Difficulty of Adjustment between him and the Commissary, by which in this Respect they both suffer. The following Statement, which I have desired the Secretary to fill up, will shew what Proportion the foregoing Disbursements bear to the total Amount of the Military Storekeeper's Advances, since December last.

1st. Total Amount of Advances from January 1779, inclusive — —				4,42,105	7	6
2d. Amount of Office Charges, as per Establishment, for D°	6,899	8	—			
3d. Amount paid to Lieutenant Colonel Green, for D° —	16,321	7	8			
4th. D° to the Powder Contractor — —	1,24,605	14	9			
5th. Amount of all other contingent Expences —	1,22,116	2	10			
Total ————				2,69,943	1	3
Difference				1,72,162	6	3

This Statement is only made up to the End of August 1779, the Account of the Military Storekeeper's Office for September not being yet received.

(Signed) J. B.

* From 1st January to the 31st August 1779 — — C. Rupees 4,13,965 13 6
(Signed) J. Baugh.

To

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To that Part of the Governor General's Minute which immediately follows, I shall make no Answer. He supposes his Facts, and draws his Conclusions from them. Perhaps we ought to deem it a Proof of his Moderation, that he has not endeavoured to secure his Friends in the Possession of all the lucrative Contracts, as well as Employments, for the next *Twenty* Years, and that he has confined the intended Operation of his Influence to so short a Period as Five Years after the Expiration of his Administration: He had just as good a Right to do one as the other.

I have quoted the Governor General's own Words at length, yet he says, that I have grossly mis-stated his Minute; at the worst, I could only have been guilty of a Mis-construction; of which every Man who reads my Minute would be able to judge, having the Governor's Words literally quoted before him—I did really conceive that it was meant to be asserted, or understood at least, Mr. Belli had suffered heavy Losses and Inconveniencies. It did not occur to me that he could have made *frequent Remonstrances concerning the heavy Losses and Inconveniencies to which he was subjected by the present indefinite Term of his Agency*, if in fact, and after an Experience of near Two Years, he had suffered no such Losses and Inconveniencies; we are, therefore, to attribute these frequent Remonstrances of the Agent, not to any Losses and Inconveniencies he had actually sustained, but merely to the Quickness of his Apprehension. He finds himself *subjected* to Losses, of which hitherto he has had no Experience; and nothing less than a Contract for Five Years can secure him against them.

Here one would think we might be sure of Facts, and that the Argument might be concluded—The Governor General, however, is pleased to take new Ground. After charging me with having grossly mis-stated his Minute, in the Construction I gave to the Words, *subjected to many heavy Losses*, he himself now asserts, that *some he has actually sustained*. The Word *some*, I presume, must refer to *heavy Losses*; and if that be true, my Construction of his original Words is no other than what he himself now gives to them, and confirms: If not, he must be understood to have intended to weaken his own Argument, by saying, that the Agent was only liable to heavy Losses, when he might have said, as he does now, that he had actually suffered them.

I have stated the whole Commission as a clear Gain to the Agent, from a Conviction that it was, or might have been so, or within a mere Trifle of it. In the Supply of Articles of Provision, the Bazar Retail Rates of Calcutta are the highest that could be taken. A Contractor who purchases in gross Quantities, in the different Parts of the Country in which the Articles are produced, ought to gain at least enough (between the Purchase and the Company's Price) to defray all Charges of Merchandize, and other Expences whatsoever; considering always, that he trades with the Public Money, and not his own.

The Plan to which I originally gave my Assent, was proposed at a Time when I thought an Invasion of these Provinces was a probable Event. That Apprehension, whether well or ill founded, was the Ground of this, and several other Opinions delivered by me, tending to prove the Expediency, if not Necessity, of putting these Provinces in a Posture of Defence. The Governor General constantly treated the Idea of an Invasion as chimerical; yet, in this Instance, as well as in many others in which our Naval and Military Establishments have been, on his Principles, very unnecessarily augmented, he acted as if he thought the Apprehension of an Invasion not ill-founded. His Opinion has been justified by the Event; but they both condemn his Conduct.

I never would stint a necessary Service for the Sake of any inconsiderable Saving. I thought this a necessary Service at the Time when it was proposed, and I would not have stinted it; not that I disregard little Savings, but because I know by Experience, that while they are attended to the great ones are neglected. But admitting that the Circumstances of Public Affairs were not changed, as I affirm they are, is this really the same Plan to which I originally gave my Consent? Did I ever consent to allow the Agent a Commission of 30 per Cent. per Annum, against the Opinion of the Merchants to whom the Reference was made, and whose Opinion was to have decided the Question? On the contrary, did not I remonstrate against it? Was the Idea of binding the India Company by a Contract to maintain a specific Garrison at Fort William, and in one particular Mode, and whether they approved of it or not, and under every possible Change of the Circumstances of the Government, ever suggested to me at the Time the Agency was proposed? If these Questions cannot be answered in the Affirmative, it follows, that it is not I who think differently of the Plan, but the Governor General, who has changed his Plan for a Purpose in which the Public Service has no Concern.

On the Remainder of the Governor's Minute I shall make no Remarks, though not for Want of Materials. I content myself with doing my own Duty, and leave it to others to answer for themselves.

(Signed) P. Francis.

EXTRACT

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EXTRACT of the Proceedings of the Governor General and Council of Bengal, in their Public Department, the 28th October 1779.

The following Motion from Mr. Wheler having been circulated; the Minute which is entered after it was returned thereon.

Mr. Wheler—In consequence of the most earnest Request of Mr. Francis, I move, That Mr. Isaac Baugh may be examined at the Board by the Governor General, upon Oath, concerning the Manner in which Mr. Francis hath examined and passed the Accounts of Mr. George Livius.

And I further move, That Mr. Isaac Baugh's Examination may be taken in the Absence of Mr. Francis.

Governor General—The Board will meet To-morrow. I shall beg Leave to wave my Opinion upon the Motion till then.

(Signed) Warren Hastings.

Ordered, That Mr. Baugh do attend the Board on Monday next.

EXTRACT of the Proceedings of the Governor General and Council of Bengal, in their Public Department, the 1st November 1779.

Mr. Baugh attending the Board in consequence of the Motion made by Mr. Wheler, and entered in the last Consultation, is admitted.

Mr. Francis—My Intention was to give the Governor General an Opportunity of satisfying himself, and doing me Justice, upon the Points alluded to in the Motion. I *do not insist* upon Mr. Baugh's being put upon his Oath, *because I am perfectly satisfied* that his Testimony will be deemed equally valid without it. As I was sick at Houghly at the Time the Motion was made, I did imagine it would have been resolved upon in my Absence; but I have no Difficulty about its being determined now.

Governor General—I shall put no Questions to Mr. Baugh in the Mode prescribed; I think it very irregular. I have not even given Mr. Francis's Minute an entire Perusal, although I have kept it by me for some Time, with an Intention of examining it, and of replying to it if I had found it indispensably necessary. Other Business of more Importance, a strong Aversion to personal Debate, and a Conviction of its Inutility for any Purpose, either of Decision here, or of Reference Home, have hitherto concurred to make me postpone it. Mr. Baugh is now before the Board at the Requisition of Mr. Francis. I shall leave it to Mr. Francis to put what Questions he may think proper to him, either upon Oath or otherwise.

Mr. Wheler—I am called upon by Mr. Francis to take a Part in this disagreeable Business, which is exceedingly irksome to myself, and becomes still more so by the Governor General's declining to put any Questions to Mr. Baugh. If Time had permitted a short Answer to Mr. Francis's last Minute, it might have answered the same Purpose as the Questions which I must now address to Mr. Baugh; and I doubt not but his Answers will give the Board every Satisfaction that they can require.

Mr. Wheler delivers the following Questions to be put to Mr. Baugh.

Quest. 1. Whether it is not your Duty, as Assistant to the Comptroller of Offices, to examine the Monthly Accounts of each Office, before they are seen by the Comptroller, and to furnish him with whatever Remarks may have occurred to you thereupon?

Ans. Preparatory to the Comptroller's Inspection of the Accounts of the Offices, they have always been examined by my Assistant, so far as respected their Calculations and Additions; after which they have been compared by me with the Vouchers delivered with them; I have then compared such Charges as were established with the fixed Establishments; also such Charges for Stores provided by Contract or Agency, with the Terms of the different Engagements for those Supplies; and if upon this Examination I have discovered any Deviations from either, I have pointed them out to the Comptroller, who has either immediately deducted the Difference, or applied to the Head of that Department whose Accounts were under Examination.

Question 2d. Whether you have not constantly done so?

Answer. Yes, I have.

Question 3d. Whether you have ever observed, that Mr. Francis, in examining the Accounts of the Military Storekeeper, or of any other of the Public Offices, or in passing their Bills, or in any other Instance whatsoever, has favoured the Military Storekeeper, or any other Person, or has ever suffered an Error or Overcharge in his or their Accounts to pass without Correction and Censure.

Governor General—I beg that Mr. Baugh may be dispensed from answering this Question. If there is a Necessity for it, it is highly improper, on many Accounts, considering the wide Distance between Mr. Baugh and Mr. Francis, that he should be obliged to answer to such Question: I do not recollect what Words of mine have given Occasion for it; but if I have made use

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ufe of any, which either directly lay fuch a Charge to Mr. Francis's Account, or imply it, I retract them, without accounting at this Time for the Manner in which any fuch Expreffions may have efcaped me, as they are now entirely out of my Memory. The Object of the Queftion, therefore, is removed.

Mr. Francis—I am fatisfied, and defire the Queftion may be waved.

Queftion 4th. To what Point of Time have the Military Storekeeper's Accounts been examined and paffed by the Comptroller?

Anfwer. To the End of . . . .

Queftion 5th. What is the Amount of the Sums iffued to him from the Treafury for the Monthly Difburfements of his Office, including his Agency, fince December 1778, to the End of September laft.

Anfwer. The Advances made to the Military Storekeeper from the Treafury, between the 1ft January and the 30th September 1779, amount to Current Rupees 4,24,000; but in this Sum is not included his Advance for September, being 42,000 Rupees, becaufe it did not pafs the Board in Time to be iffued during that Month; the Order on the Treafury was not figned till the 30th of September; and I obferve, by the Eftimate of the Storekeeper's Difburfements for October, that the Amount was not received till the 6th of the laft-mentioned Month. In Mr. Francis's Minute of the 2d of October, the Amount of the Advances iffued to the Military Storekeeper to the End of Auguft, is ftated by me at Current Rupees 4,42,105. 7. 6; but it is proper to remark, that in this Sum is included the Monthly Payments made to him by Mr. Robert Stewart, on account of the new Powder Works, and his Receipts for Ready-money Sales.

Queftion 6th. Has the Military Storekeeper delivered in his Monthly Accounts regularly to the Comptroller's Office fince December laft?

Anfwer. Yes, to the End of September.

Governor General—*I defire to put the two following Queftions to* Mr. Baugh: Firft, If Mr. Livius's Accounts ever appeared before the Board—and Secondly, What is the Amount of Mr. Livius's Receipts, and what the Amount of his Difburfements, from the Time in which he firft had Charge of his Office, to the Date of my Minute? If Mr. Baugh cannot anfwer the laft of *thefe Queftions* entirely from his own official Knowledge, I defire him to complete his Anfwer.

Anfwer to the Firft Queftion. They never have appeared before the Board. It was not the Intent of the Regulation conftituting the Comptroller's Office, that they fhould be laid before the Board.

Anfwer to the Second Queftion. Not having the neceffary Materials in my Poffeffion for furnifhing the Account required by the Governor General, I applied for it to the Military Storekeeper, and beg Leave to lay before the Board the Two following Abftracts, which I have in confequence received from him, of his Receipts and Difburfements, from April 1775 to September 1779, *inclufive; the former* amounting to Current Rupees 23,16,074. 13. 3.; the latter *to Current Rupees* 23,60,783. 1. 3. Mr. Livius was appointed to the Office of Military Storekeeper on the 20th March 1775, and the Governor's Minute is dated in September 1779. I think it proper to acquaint the Board, that my Application for this Account would have been made to the Accountant General, and not to the Military Storekeeper, could the former have furnifhed it complete; but the general Books being balanced only to the 30th April 1778, it could not have been prepared from them to a Period fubfequent to that Time. I believe alfo, that the Entries in the general Books are adjufted from the Abftracts of the Receipts and Difburfements in each Department, fupplied to the Accomptant General by the Heads of the different Departments.

Ordered, *That the above-mentioned Abftracts be entered after the Confultation.*

ACCOUNTS referred to in Mr. Baugh's Reply to the Governor General's Second Queftion.

Account of Cafh received for the Difburfements of the Military Storekeeper's Office, from April 1775 to September 1779.

April	1775	From Treafury — —		45,000 — —
May	—	D° — — —		36,000 — —
June	—	D° — — —		46,000 — —
July	—	From Treafury —	23,000 — —	
		Ready Money Sales —	854 3 —	
				23,854 3 —
Auguft	—	From Treafury — —		39,000 — —
September	—	D° — —	20,000 — —	
		Ready Money Sales —	1,093 11 —	
				21,093 — —

October

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October	—	From Treasury —	33,000 — —		
		For Bullock Charges from Powder Works	388 12 9		
				33,388 12 9	
November	—	From Treasury —	49,000 — —		
		Ready Money Sales —	789 8 6		
				49,789 8 6	
December	—	From Treasury —	14,000 — —		
		Ready Money Sales —	684 6 6		
				14,684 6 6	
					3,08,810 9 9
January	1776	From Treasury —	—	32,000 — —	
February	—	Dº —	—	35,000 — —	
March	—	Dº —	—	20,000 — —	
April	—	Dº —	—	29,000 — —	
May	—	Dº —	22,000 — —		
		Ready Money Sales —	35 1 —		
				22,035 1 —	
June	—	From Treasury —	45,000 — —		
		Ready Money Sales —	500 — 6		
				45,500 — 6	
July	—	From Treasury —	38,000 — —		
		Ready Money Sales —	115 3 3		
				38,115 3 3	
August	—	From Treasury —	27,000 — —		
		Ready Money Sales —	310 15 9		
				27,310 15 9	
September	—	From Treasury —	—	18,000 — —	
October	—	Dº —	—	20,000 — —	
November	—	— —	—	30,000 — —	
December	—	— —	37,000 — —		
		Ready Money Sales —	358 10 9		
				37,358 10 9	
					3,54,319 15 3
January	1777	From Treasury —	—	40,000 — —	
February	—	Dº —	—	40,000 — —	
March	—	Dº —	36,000 — —		
		Ready Money Sales, Amount Deposits	24,638 10 —		
				60,638 10 —	
April	—	— —	—	— — —	
May	—	Ready Money Sales	—	4,031 — 9	
June	—	— —	—	— — —	
July	—	From Treasury —	60,000 — —		
		Ready Money Sales —	428 — —		
				60,428 — —	
August	—	From Treasury —	—	25,000 — —	
September	—	Dº —	50,000 — —		
		Ready Money Sales —	723 6 3		
				50,723 6 3	
October	—	— —	—	— — —	
November	—	From Treasury —	30,000 — —		
		Ready Money Sales —	10,701 10 9		
				40,701 10 9	
December	—	From Treasury —	15,000 — —		
		Ready-Money Sales —	255 11 6		
				15,255 11 6	3,36,778 7 3

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January	1778	From Treasury	50,000	—	—						
		Ready Money Sales	115	7	6	50,115	7	6			
February	—	From Treasury	—		—	50,000	—	—			
March	—	D°	40,000	—	—						
		Ready Money Sales	774	11	—	40,774	11	—			
April	—	From Treasury	30,000	—	—						
		Ready Money Sales	1,701	3	6	31,701	3	6			
May	—	From Treasury	30,000	—	—						
		Ready Money Sales	128	—	—	30,128	—	—			
June	—	From Treasury	35,000	—	—						
		Ready Money Sales	712	9	—						
		Robert Stewart	2,000	—	—	37,712	9	—			
July	—	From Treasury	40,000	—	—						
		Robert Stewart	2,000	—	—	42,000	—	—			
August	—	From Treasury	1,36,000	—	—						
		Ready Money Sales	1,007	13	3						
		Robert Stewart	2,000	—	—	1,39,007	13	3			
September	—	From Treasury	—		—	1,50,000	—	—			
October	—	D°	1,00,000	—	—						
		Robert Stewart, for September and October	4,000	—	—						
		Ready Money Sales	152	—	—	1,04,152	—	—			
November	—	From Treasury	90,000	—	—						
		Robert Stewart	2,000	—	—						
		Ready Money Sales	1,840	6	—	93,840	6	—			
December	—	From Treasury	1,00,000	—	—						
		Robert Stewart	2,000	—	—						
		Ready Money Sales	628	3	3	1,02,628	3	3	8,72,060	5	6
January	1779	From Treasury	50,000	—	—						
		Robert Stewart	2,000	—	—						
		Ready Money Sales	648	6	3	52,648	6	3			
February	—	From Treasury	60,000	—	—						
		Robert Stewart	2,000	—	—	62,000	—	—			
March	—	From Treasury	60,000	—	—						
		Robert Stewart	2,000	—	—	62,000	—	—			
April	—	From Treasury	30,000	—	—						
		Robert Stewart	2,000	—	—						
		Ready Money Sales	1,457	1	3	33,457	1	3			
May	—	From Robert Stewart	—		—	2,000	—	—			

June

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June	1779	From Robert Stewart	—	—		
July	—	From Treasury	1,78,000 — —	—	2,000 — —	
		Robert Stewart	2,000 — —			
					1,80,000 — —	
August	—	From Treasury	46,000 — —			
		Robert Stewart	2,000 — —			
					48,000 — —	
September	—	From Robert Stewart	—	—	2,000 — —	
						4,44,105 7 6
					Current Rupees —	23,16,074 13 3

(Signed) G. Livius,
Military Secretary.

ABSTRACT of the Disbursements of the Military Storekeeper's Office, from April 1775 to September 1779.

April 1775	—	31,720 5 —		
May	—	41,068 3 9		
June	—	41,530 10 6		
July	—	34,220 11 —		
August	—	16,824 4 3		
September	—	19,584 6 —		
October	—	48,005 7 —		
November	—	23,709 5 3		
December	—	37,844 9 3		
			2,94,509 14 —	
January 1776	—	35,859 15 3		
February	—	25,015 5 6		
March	—	26,485 7 3		
April	—	21,883 5 —		
May	—	41,275 11 —		
June	—	44,183 8 6		
July	—	31,742 5 3		
August	—	11,840 15 9		
September	—	21,659 2 9		
October	—	36,564 5 6		
November	—	30,435 9 3		
December	—	35,643 10 3		
			3,62,589 5 3	
January 1777	—	46,678 1 9		
February	—	29,604 11 9		
March	—	22,803 13 3		
April	—	13,274 1 6		
May	—	9,971 11 6		
June	—	52,762 8 9		
July	—	28,927 13 3		
August	—	39,239 14 9		
September	—	21,496 2 —		
October	—	25,984 8 3		
November	—	28,601 13 —		
December	—	37,934 15 6		
			3,57,280 3 3	
January 1778	—	48,874 11 3		
February	—	31,844 14 6		
March	—	39,737 7 3		

April

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	26,712	8	6			
April	32,347	6	6			
May	36,724	9	9			
June	57,741	3	9			
July	2,55,057	8	6			
August	87,205	3	—			
September	72,560	5	9			
October	1,00,600	8	9			
November	87,876	13	9			
December				8,77,283	5	2
January 1779	36,937	1	6			
February	51,250	9	3			
March	24,967	3	—			
April	45,860	15	3			
May	1,26,066	11	3			
June	33,050	9	6			
July	60,918	5	6			
August	34,914	6	3			
September	55,154	8	—			
				4,69,120	5	6
			Current Rupees	23,60,783	1	3

(Signed) G. Livius,
Military Secretary.

EXTRACT of the Proceedings of the Governor General and Council of Bengal, in their Public Department, the 13th November 1779.

The Packet of the General Barker being arrived, is opened, and found to contain Four General Letters from the Court of Directors, dated the 23d and 28th December; and 20th January, and 4th February 1779, with the other Papers as per List of Packet.

Ordered, That the Papers be distributed to the several Offices to which they belong.

EXTRACT of the Proceedings of the Governor General and Council of Bengal, in their Public Department, the 22d November 1779.

Read again the General Letters from the Honourable the Court of Directors, received at the last Meeting.

Ordered, That the Paragraphs be distributed in the following Manner.

Par. 107 to 118 inclusive to Mr. Belli.

Ordered, That the Secretary do require Mr. Bellis's Answer to the above Paragraphs.

Governor General—I desire that the Secretary may give me an official Copy of these Paragraphs.

Ordered accordingly.

EXTRACT of the Company's General Letter to Bengal, dated 23d December 1778.

Par. 107. In your Plan for victualling the New Fort, we observe the Stores are to be furnished by the Agent at the Bazar or Market Price, and changed at his Expence so often as shall be found necessary. They are to be purchased with the Company's Advances; and the Agent is to be allowed a Commission, or Per-centage, for Losses which may be occasioned by Decay, Wastage, and Variation of the Markets; and also for Servants Wages, and other Expences.

108. In order to ascertain what Sum would be a reasonable Compensation for the Agent, you very properly agree to consult the principal Merchants of Calcutta on the Subject.

109. The Persons consulted were Mr. John Robinson, Mr. Charles Croftes, and Mr. David Kellican. They report 12 per Cent. as a Compensation for Loss by Decay, Wastage, and Variation of

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of Markets; 5 per Cent. for the Agent's Trouble; and 3 per Cent. for Cooley-hire, Servants Wages, and Charges of that Nature; amounting in the Whole to 20 per Cent. upon the Prime Cost of Stores to be provided.

110. In the Governor General's Minute, respecting the Cost and Expenditure of Stores, it is stated, that a Loss has been sustained of 45 per Cent. per Annum for Two Years; the Governor General therefore concludes, that an Allowance of 20 per Cent. would neither afford the Agent the smallest Encouragement, nor even the Prospect of an Indemnification for Losses which might be sustained in perishable Stores. He therefore moves that 30 *per Cent. per Annum* be allowed upon all Stores to be provided by the Agent.

111. Mr. Barwell says, the Opinion of Merchants cannot be opposed to Facts, and that, as the Loss sustained had been 90 per Cent. in Two Years (or 45 per Cent. per Annum) he gives his Assent to the Governor General's Proposal for 30 per Cent. per Annum. But if the Company's Interest had been duly regarded by the Governor General and Mr. Barwell, they must have observed, that the excessive Loss of Grain upon which their Estimate was calculated, had been occasioned by the Want of proper Magazines, and by other Circumstances easy to be remedied or corrected; and therefore ought not to have been urged as Arguments for granting 30 per Cent. instead of 20 per Cent. Commission, in direct Opposition to a Report made at your own Request by the most respectable Merchants in Calcutta, who doubtless would have gladly taken the Contract upon the Terms of their own Propositions.

112. As the Idea of taking the Opinions of Merchants originated with Mr. Francis, we find he resolved to abide by their Opinion.

113. General Clavering has justly objected to the immense Profits of the *Agent*; he estimates the Amount of Provisions for the *Fort* at *3 Lacks of Rupees*, and of course the Agency at Rupees 90,000.

114. And besides the Commission to be paid by the Company, the General observes, that Merchants calculate upon a Profit being gained from 15 to 25 per Cent. on Provisions brought from the Country to Calcutta; he therefore concludes, that the Agent may secure an additional Profit of 20 per Cent. on that Account, which, added to his Commission, renders the total Rupees 1,50,000 on the First half Year's Delivery of Stores.

115. The Mode of the Agent's Appointment was also objected to by General Clavering. The Person proposed by the Governor General was Mr. Belli, his private Secretary. The General reminds the Board of the Company's Order, that Contracts should be advertised. Had this Mode been adopted, the Governor General's Secretary could only have obtained the Agency on the lowest Terms. The Governor General objected to advertising, lest the World should know what Provision was made *for Defence of the Fort. This Reasoning the General* reprobates, because, supposing it publicly known that Four Months Provisions were safe in the Fort, *it would discourage* an Enemy, rather than invite them to attack the Place.

116. In Answer to the General's Observations, the Governor General has pledged himself, that, if required by the Court of Directors, the Profits arising from the Agency shall be paid into the Company's Treasury, and appropriated as the Court shall direct.

117. On this View of Facts we deem it equitable, that the Amount paid, or to be paid, to Mr. Belli by the Company for Agency, be reduced to 20 per Cent.; which Sum, for the Reasons abovementioned, must be considered as an ample Compensation for his Trouble, Risk, Loss, and all Expences whatever.

118. It is therefore our positive Order, that, according to the Engagement of the Governor General, the Agent's Accounts be forthwith laid before the Board; and that the Commission paid, or to be paid, to Mr. Belli on those Accounts, be reduced to 20 per Cent. and likewise that the said Commission be calculated upon the Prime Cost of Provisions furnished, and not upon the Bazar Price at Calcutta.

EXTRACT of the Proceedings of the Governor General and Council of Bengal, in their Public Department, the 23d December 1779.

To J. P. Auriol, Esquire.

Sir,

I have received your Letter, conveying to me the Extracts relating to my Agency, from the General Letter, dated 23d December 1778, and the Governor General and Council's Commands to answer them. In Obedience to which I request, Sir, that you will acquaint the Honourable Governor General and Council, that my Accounts, which I hope to be allowed some Time to examine, my immediate Attention to them for several Months having been prevented by Sickness, and my Absence from Calcutta for the Benefit of a Change of Air, shall be laid before them as soon as possible.

At the same Time I request you will, Sir, inform the Governor General and Council, that had I imagined it possible a Demand could have been made on me to refund any Part of my Profits, or, which I esteem the same Thing, that the Governor General could have been subjected to

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to a Penalty, which the Terms of my Agency do not really enable me to indemnify him from, I would not have accepted of the Commission, which indeed was given to me without any Clause to such Effect alluded to in it.

As to undertaking the Remainder of the Duty for less than the Agreement to which I am bound, it is not in my Power to consent to it. I have met with too many and severe Misfortunes to enable me to undertake the Risks I run, for less than the Conditions on which I have ventured to hazard them.

I beg Leave to trouble you also, Sir, to acquaint the Honourable Board, that before I send in my Accounts, I can assure them, on my Honour, the Estimate made by General Clavering is so greatly exaggerated, that the whole Profits of my Agency, which I have held now near Three Years with a Commission of 30 per Cent. has fallen short of what the General asserted they would have been at 20 per Cent. only, by nearly One Moiety.

As the Honourable Court of Directors have assented, with the General's Estimate before them, that I should retain the Commission at 20 per Cent.; which, adopting as they do, the General's Reasons, they must have imagined would be nearly double my actual Profits on the 30 per Cent.; surely they can have no Reason to require that the Profits I have received be refunded, or those which I am to receive should be diminished, as all their Deductions proceed on a speculative Estimate, which has turned out in fact to be erroneous.

I have the Honour, &c.
(Signed) John Belli.

Fort William,
20th December 1779.

EXTRACT of the Proceedings of the Governor General and Council of Bengal, in their Public Department, the 24th February 1780.

Read the following Letter and Inclosure from Mr. Belli.

To J. P. Auriol, Esquire.

Sir,

Herewith I send you my Account of the Agency, shewing the Amount of the Payments made to me, both for the Stores delivered into Garrison, and for Commission on the amount Purchase thereof, for the Purpose of changing the Stores and making up the Wastage, Dryage, Leakage, &c. of them; exhibiting also the Amount of the actual Cost of Stores, together with the Losses and Expences incurred in the Execution of this Business, to the present Time, and the Balance or apparent Profit arising therefrom. By this it will appear, that the Balance or Profit to the present Time amounts to Current Rupees 1,52,290. 8. 6.: But from this Sum must be deducted a Loss, which I have not struck off from the apparent, Balance or Profit in the Account, as it can only be ascertained at present by Estimate, of about 50,000 Rupees, for Losses, Charges of Merchandize, Cooley Hire, &c. which will be incurred by the Removal of several of the Stores now in Garrison, and replacing new in their room, which fresh Lodgements I am preparing to make, and shall commence the Delivery of them the Instant that the new Granaries are compleated; which, when delivered, my actual Profits in the Course of Three Years will amount to no more than Current Rupees 1,02,000; a Sum so considerably short of that which the Honourable Court of Directors imagined I should make on a Commission of 20 per Cent. only, that it scarcely deserves a Comment on my Ability to return any Part of the Profits I have received, or on the Possibility of my undertaking the Management of this Business for less than the Conditions to which I am bound; yet, for the further Satisfaction of the Board, I beg Leave to trouble you with the following Representations.

You will observe, Sir, that in the actual Cost of the Stores, they were provided somewhat at a cheaper Rate than the Prices allowed me by the Company; but it might have happened that I should have been under the Necessity of making these Purchases at a Rate considerably above the stated Prices to which I am confined to deliver at; and, as a Proof of the Fluctuation of the Markets, Oil and Ghee are now 25 per Cent. dearer than the Prices allowed me for those Articles.

I request also, Sir, that you will be pleased to remark to the Honourable Board, that had there happened a Scarcity of Grain, I should have got little or nothing for my Labour; that many of the Advantages which I have hitherto met, are of a very precarious Nature, and that some of the Advantages have wholly ceased; for Instance, the Advantage gained on the original Purchase of the Stores lodged, is a Source of Profit which ceases with every particular Lodgment made; that the Advantages which I have hitherto met with in the Disposal of the Salt Provisions on Hand, which I have Annually, after changing those in Garrison, may not again happen, in which Case my Losses on them would be very heavy.

I am liable to many Losses, and my Risks are more than common; for a Season of Plenty when I must sell, or of Scarcity when I make my new Purchases, may equally prove my Loss; and if in an extraordinary Degree, my Ruin.

Under

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Under these Considerations, it would have been Madness in me, had I ventured to have contracted for the Execution of this Business, with the Knowledge I have of it, under the Rate which I hold my present Commission, as I could not have held an Expectation of being benefitted by it in case of Accidents. And here, Sir, I beg Leave to recapitulate a Passage in my former Letter on this Subject; viz. "That as the Profits of my Agency, which I have now held near Three "Years, with a Commission of 30 per Cent. have fallen so short of what the Honourable the "Court of Directors imagined they would have been at 20 per Cent. only, and have assented to "my retaining my Commission at 20 per Cent. it could never be their Intention, under such Cir- "cumstances, that I should either refund the Profits I have received, or that those which I am "to receive should be diminished."

I have the Honour to be, Sir,
Your most obedient humble Servant,
(Signed) John Belli.

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Dr — — The Agent Victualler for the Garrison of Fort William, in Account with the Honourable Company — — Cr.

Dr		Cr		
To Cash received at different Times from the Honourable Company's Treasury, in Payment for Stores delivered in the Garrison of Fort William, amounting to — Ct Rs —	3,83,088 5 2	By Victualling Stores, for the Amount of the actual Cost of sundry Articles purchased and delivered into the Garrison of Fort William, amounting to — — — —	3,53,977 14 1	
To Ditto received from Ditto, on account of Commissions on the Amount of the different Bills for Victualling Stores delivered into the Garrison of Fort William, for keeping the said Stores in good Condition, amounting to — Ct Rs —	2,67,987 12 4	Profit and Loss, the Difference of this Account, being the actual Losses sustained on changing, &c. the different Articles of Stores during the Course of this Business — — —	40,338 15 11	3,94,316 14 —
		By contingent Charges for sundry Expences attending the Execution of the Business, from the Commencement to the 31st January 1780; amounting to — — — — Ct Rs —		1,04,468 11 —
				4,98,785 9 —
		By apparent Profit to the present Time — — — —		1,52,290 8 6
Current Rupees —	6,51,076 1 6	Curt Rupees —		6,51,076 1 6

Fort William,
the 31st of January 1780.

Errors excepted.

(Signed) John Belli.

Governor

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Governor General—The Court of Directors, adopting the Computation of the late Commander in Chief, have stated the Commission on the Agency as a clear and certain Profit of 30 per Cent. per Annum on the original Amount, according to a Table or Rates added to a probable Gain of 20 per Cent. on the Amount on the First Purchase; and have made these the Grounds of their Order for reducing the Commission from 30 to 20 per Cent.

The Effect of this Order, applied to their professed Intentions, and Explanation of it, and to the actual State of Agency, will best appear from the following State of it.

Agent for providing the Garrison Victualling Stores, his Account of Profit, according to the Orders of the Court of Directors.

Dr.		Cr.		
To Cash received from the Honourable Company, for the first Delivery of Stores — — —	3,00,000	By Stores, Prime Cost — — —		3,00,000
To the Reduction of Commission, ordered from 30 to 20 per Cent. that is to say, 10 per Cent. per Annum, for Three Years —	90,000	* By Profit on the above, estimated 20 per Cent. — — —	60,000	
		By Commission, 30 per Cent. —	90,000	
	3,90,000	First Year's Profit, as stated by the Court of Directors in the 114th Paragraph of the General Letter of the 23d December 1779 — — — —		1,50,000
Profit allowed to the Agent in the Course of Three Years — —	2,40,000	By Commission on the Two succeeding Years — — — —		1,80,000
	6,30,000			6,30,000

* There is a Perplexity and Inaccuracy in this Mode of Computation, as it states a much greater Profit than 20 per Cent. To render it correct, the Prime Cost ought to be stated at 2,50,000. and the Profits on this Sum calculated at 20 per Cent. 50,000, making the Whole 3,00,000. But as the Court of Directors have followed the original Error, and formed their Conclusions upon it, it is clear that the Amount produced by this Computation was the Profit which they proposed to allow to the Agent, after the Deduction of 10 per Cent. from his Commission, and I have therefore retained it.

From this Account, it appears to have been the Intention of the Court of Directors, to allow the Agent a Profit of 2,40,000 Rupees, to the present Time; but his actual Profits, unaffected by their late Order, are no more than 1,02,290 Rupees, which is less than their present Sum by Rupees 1,39,710; and if it be insisted that the Letter of their Orders shall be fulfilled, in Opposition to the manifest and declared Spirit of them, his Profits will be reduced to the scanty Sum of 10,290 Rupees, or 3,400 Rupees a Year, for his Risk on a Capital of 3,53,977. which is less than One per Cent.

I therefore offer it as my Opinion, and move, That this Subject be again referred to the Honourable the Court of Directors, with the Letter of the Agent, recorded on this Day's Proceedings; and that they be made a Number in the Packet.

(Signed) Warren Hastings.

Agreed, That this Subject be again referred to the Honourable the Court of Directors; and that the foregoing Letter and Account, with the Governor General's Explanation thereof, be sent Numbers in the Packet by the Swallow, for their Information.

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A P P E N D I X, N° 121.

EXTRACT of Bengal Secret Consultations, the 6th July 1781.

THE Governor General reports to the Board, That a Person, by the Name of Meerza Mussetta, arrived at the Presidency, charged with a confidential Commission from the Nabob Mobarek ul Dowlah, which is contained in the accompanying Papers; and he requests that they may be taken into immediate Consideration, and a Decision passed upon them before his Departure.

The Requisition made by the Nabob, as the Inference from his Papers, is, that he may be permitted to dispose of his own Stipend, without being made to depend upon the Will of another. We have been so much in the Habit of calling him a Minor, that the Denomination seems to have grown into a confirmed Opinion, with the Length of Time which has advanced him to the Years of Maturity. He is now arrived at that Time of Life, when a Man may be supposed capable, if ever, of managing his own Concerns. He is near Twenty-six Years of Age, and is the Father of Eight Children; and, as I am informed, his Understanding is much improved of late, by an Attention to his Education; these are Circumstances which give him a Claim to the uncontrouled Exercise of domestic Authority, unless it is intended to keep him in a State of perpetual Pupilage. It may reasonably be supposed, that he will pay a greater Regard to a just Œconomy in his own Family, than has been observed by Muzaffer Jung, who is an Alien to it, or by his Sons, to whom he has committed the principal Management of the Nabob's Household, and who, in Years and Experience, are inferior to him, and in Capacity not his Superiors.

For these Reasons, the Governor General recommends it to the Board, that the Nabob Mobarek ul Dowla be entrusted with the exclusive and entire Receipts and Disbursements of his Stipend, and the uncontrouled Management and Regulation of his Household:

That Muzuffer Jung be immediately divested of the Office of Comptroller or Superintendant of the Nabob's Household, and of all Authority and Interference therein; and that he be required to deliver over to the Resident of this Government at the Durbar, the Accounts of that Office; who is to be instructed to demand them, and to see them clearly and finally adjusted with the Nabob.

Although the Governor General has proposed this Alteration in favour of the Nabob generally, he is aware that so sudden and unlimited a Disposal of a large Revenue, may at first encourage a Spirit of Dissipation in the Nabob, which it may be necessary to guard against, and which will be best effected by a mild, but firm Interposition from our Government. For this Purpose, if the Board should approve of it, the Governor General will, on his Arrival at the City, endeavour to obtain the Nabob's Consent for establishing such a Plan, for the Regulation and equal Distribution of his Expence, as shall be adapted to the dissimilar Appearances of preserving his Interests and his Independence at the same Time.

Fort William, (Signed) W. Hastings.
3d July 1781.

From the Nabob Moburek Uddowlah.

Rehemman Cooley is arrived, full of the highest Obligations and Gratitude to you for your friendly and favourable Reception of him; in Return for which, may the Almighty shower his Blessings on you! There is no Doubt of your Favour to me; and my Honour, Reputation, and Well-being, depend on you. At this Time I have dispatched to your Presence, Mirza Musseeta, who is in my Confidence and Esteem, and whose good and faithful Services during the Time of the late Nawab Seif Uddowlah, will never be forgotten, and who has no Connection with any Person but myself. He will, at a proper Opportunity, explain my Wishes and Requests to you. My Hopes from your Favour are, that you will attend to what he shall represent on my Part, and that you will approve of what he shall request.

ARZIE from Mirza Musseeta.

Having prepared a List of such of Muzuffer Jung's Dependants as are of Distinction, and personally known to me, (many of whom are appointed in the room of old established Servants of the Nizamut, and the rest by way of Provision) and whose Names I at present recollect, I beg Leave to inclose to your Highness for Perusal. After I shall have received the Account of the Servants of the Sirkar, I will do myself the Honour of sending it to your Presence.

LIST

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LIST of the most distinguished Officers who are Dependants of Mozuffer Jung, and of the Alteration in the Appointment of the Presence which have taken place since the Beginning of Mozuffer Jung's Administration as Naib.

Bheram Jung appointed Dewan	
The Sebundy Establishment under Bheram Jung — — — —	1500
The Troopers stationed with Bheram Jung — — —	700
Sudder ud Dien Mahamed Khan, the Naib of Bheram Jung — —	250
The Son of Sudder Uddien Mahomed Khan — — —	700
Meer Abool Hossein, the Brother of Sudder Uddien — —	150
Meer Koorban Ally, the Friend of Sudder Uddien — — —	200
Meer Teen ul Abdien, a Dependant of Sudder Uddien Mahomed Khan, appointed Daroga of the Coast Khanna, in the Room of Khaja Bodhe dismissed	60
Assaram appointed Aureen — — — —	35
Ahmud Ally Khan, the Brother of Mozuffer Jung, appointed Daroga of the Rhezana, in the Room of Mohamund dismissed — —	500
Seropchund appointed to the Charge of all the Cash and Articles of the Meersamang, on the Dismission of Cheton Dher, the Treasurer — — —	400
Reza Cooley Khan appointed Daroga of the Dewan Khasma, on the Dismission of Assaud Ally Khan, the Brother of Mahomed Erick Khan — —	30
Reza Beg, the Naib of Reza Cooly Khan — — —	400
The Son of Reza Cooly Khan — — — —	100
Mirza Keheem, recommended by Reza Cooly Khan — — —	50
Aka, recommended by Reza Cooly Khan — — —	100
Neem ut Ulla Khan, the Rhaasamaun of Mozuffer Jung — —	70
—	200
Futty Ally Khan, the Son of Neamut ulla Khan, appointed Daroga of the Feel Khana — — — — — —	100
Mahomed Esmael Khan, a Fellow-student of Muzuffer Jung's — —	250
Hickmuty ab Khan, Physician to Mozuffer Jung — —	150
Mirza Sengy Beg, the Mossayeb of Mozuffer Jung — — —	100
Goleem Hossein, the Mossey ab of Bheram Jung — —	50
Hossein Bukoh, a Dependant of Mozuffer Jung, appointed Daroga of the Emaurut on the Dismission of Meer Hyder Ally, the Son of Noor Ally Khan deceased, who held that Office for many Years — — — —	100
Total Amount —	6195

The Representation of Mirza Musseeta.

The Nabob Mobaric ul Dowlah has sent Mirza Musseeta with a Letter to the Governor General and Gentlemen of the Council—In Obedience to the Governor's Directions, the following Articles have been written from his Representations.

From the Day that Mozuffer Jung was appointed to the Neabut of the Nizamut, which is nearly 16 Months, he has regularly received the Stipend of the Nizamut from the *Sirkar* of the Company.

Mozuffer Jung, after displacing, and dismissing, at his own Pleasure, and without any Fault alledged, the old Servants and Ministers of the Nizamut, has appointed, with large Salaries, Bheram Jung, his Son, and a great Number of his own Dependents, to Offices of Consequence; such as the Dewanny, the Darogagay of the Dewan Khanna, the Darogagay of the Amaret, the Darogagay of the Khezana, and the Charge of the Cash and Effects of the Meer Samany; and takes Monthly a Sum for the Payment of their Salaries.

In the managing the Affairs of the Nizamut and Meersamany, &c. and in the Expences of them, the Nawab's Orders are of no Effect without Mozuffer Jung's Orders and Leave.

The Nawab's Distress and Want of Authority is so great, that whenever he goes into the Mahul Jera, the Beghums and the Female Servants of the Mahul press him for Money for their Allowances, and other necessary Expences, which they receive from the Nizamut, and importune him with their Distresses, so that he can neither hear nor sit down, and is obliged from Shame to come out again.

When his Highness goes out to hunt or ride, the Sepoys, and all others having Salaries from the Nizamut, make such violent and constant Complaints and Demands, that he finds it impossible to ride.

If his Highness comes out of the Mahul Jerah into the Dewan Khanna, his Mohsahebs and Attendants, who are most distressed than all the rest from their Pay being withheld, importune him by demanding their Salaries, and relating their Distresses, so that he cannot remain seated there.

If his Highness sends for his Dinner from the Kitchen, the Cook's Reply is that there is none. Accordingly, one Day lately, the Victuals were not dressed in the Kitchen till 9 o'Clock at Night. His Highness sent an Account of this Distress to Sudder ud Dien Mahomed Khan, the Naib of Bheram

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Bheram Jung; who returned for Anſwer, that he could do nothing. Then the Beghum, his Highneſs's Mother, gave him 500 Rupees from her own Caſh, and the Victuals were dreſſed.

Mozuffer Jung, out of the 16 Months Stipend for the Nizamut, which he has received from the Company's Sirkar, ſince the Beginning of his Niabut, has not paid the Servants of the Nizamut for more than 7 and 9 Months. The Truth of this appears fully, the Papers of the Salaries, and the Waſulbaky of the Kheſana.

The Houſes in the Khela are reduced to ſuch a Situation for want of Repairs, that the Walls of the Mahul Serah, and the inner Apartments, are ſo bad and broken, that they have Straw Thatching inſtead of Roofs, and Satties inſtead of Walls, and within theſe the Female Servants dwell.

One Inſtance of the Arrears in the Salaries is, that the Baboo Begheer, the Nawab's Mother, has not received her Allowance for 15 Months.

COPY of an AUTHENTIC LIST of Servants of the Nizamut, who have been placed in Office by Mozuffer Jung; delivered by Mirza Muſſeeta; viz.

Bheram Jung	2,500
Sudder ud dien Mahomed Khan	500
Reza Pooley Khan and his Naib and Son	545
Meer Aboul Hoſſein	250
Meer Ally Reza	200
Golaum Ahmud, and two Dependants of his	405
Sermatun and Three others	650
Mahomed Iſmael Khan	225
Mirza Abdullah	170
Aſſamund	100
Mirza Ally Ekber, the Naib of the Amauret	30
Mirza abdul Hoſſein or Hoſſein Bukth	85
Syed Aoor Ally	12
Doctor Aſhumum	200
Peam Kiſhe	150
Hichmutyab Khan	150
Mahomed Nutoo	65
Madjee Seif Ullah, and two others	50
Mirza Ally Meikky, Daroga of the Boat Repairs	60
Meer Mahomed Ally of Seeſy	40
Kheir Ulla Khan	100
Meer Uſhim Ally	30
Soliman Beg	50
Kally Junker	50
Roy Keructy, and Three others	120
Shah Ally Khan	50
Mirza Muſteffa Cooly	60
Sheik Hafiz Ally	60
Mahomen Ally Khan	100
Meer Aboul Hoſſein Khan	60
Meer Hoſſein Reza	60
Aka Shuref	30
Meer Satdut Ulla	15
Meer Ahmud Ally	60
Mirza Golaum Hoſſein	50
Meer Aſſud Ally	25
Mahomed Hoſſein Beg	60
Syed Ahmud Ally Khan, with Two others	365
Sewakram	20
Rajah Aſarum	500
Meer Jemal uddien, and Five Horſemen	187
Meer Jein ulabdien	20
Joozraz Jing, and Twenty-one Hircarrahs	204
Aka Baker	40
Ghuzunfer Ally, and Three others	109
Aka Mahomed	60
Mirza Sumguy Beg	100
Mirza Abdul Keheem	130
Mirza Golaum Ally, Daroga of the Stables	20
Reſhuk Ram	150
Neamut ulla Khan, and his Son	300
Total	9,572

Agreed,

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Agreed, That the Governor General be requested to write a Letter to the Nabob Mobaruck ul Dowlah, acquainting him, that he has laid his Letter, together with the Representation of Mirza Masseeta, before the Board; and that it has been resolved to divest Muzuffer Jung of the Charge and Controul of his Stipend, his Household, and Expences, and to leave them to his own Management: But, in Consideration of his Want of Experience, the Board hope he will submit to such a Plan for the Regulation and equal Distribution of his Expences, as shall be agreed upon at an Interview between him and the Governor General at the City; and that he be desired not to consider this Qualification of the Board's Resolution as meant to be an Exception from it, but as the Means of rendering it more effectual for his Interest and future Satisfaction.

Ordered, That a Copy of these Resolutions, together with the Letter to the Nabob, be sent to Sir John D'Oyly, with Directions to him to communicate the same to the Nabob: And,

Resolved, That the Governor General be requested to apprize Mahomed Reza Cawn of the Change that will be made in the Management of the Nabob's Affairs.

EXTRACT of Bengal Secret Consultations, the 20th July 1781.

Received the following Letter and Enclosure from the Governor General.

Sir,

I arrived at Moorshedabad on the Morning of the 10th, and left it Yesterday Morning to proceed on my Journey.

In frequent Conversation with the Nabob, I pressingly recommended to him a strict Attention to Frugality and Œconomy in the Regulation of his Expences; and left with him a Plan in Writing for that Purpose, being the Substance of the Advice which I had verbally offered to him. A Copy of this is inclosed. He gave me the most solemn Assurances, and with great apparent Sincerity, that he would invariably adhere to it; and as his Interest is concerned in it, of which he is not insensible, I have no Doubt of his maintaining that Resolution. At all Events, the Presence and Authority of the Resident, on whose Vigilance I can implicitly rely, will prevent any material Deviation from it. But in effect, I do not apprehend that he will stand in Need of a Controul, as his Disposition is gentle, and as susceptible of good Impressions, as it has been unfortunately too much exposed to bad. I should be sorry that a Suggestion of his Want of proper Discernment in the Choice of his Confidents and Associates should appear even in our Secret Records, if I had not a very firm Persuasion that his future Conduct will redeem his Credit in that Particular. His own Words will be the best Voucher for this Belief. When I told him what had been reported to me upon this Subject, he acknowledged the Charges, but attributed it to the Necessity of his Situation; alledging, that while the Power and Wealth of the Nizaram were in the Hands of another, those Persons whom he might have chosen as his fittest Companions, were either drawn from him by their Interests, or were fearful of giving Offence, by seeming to pay their Court in any Degree to him. The Observation was certainly true, for the Conclusion is in itself unavoidable.

I have dwelt on these minute Particulars more than they may appear to deserve, because I have ever been of Opinion, that our national Credit is concerned in the Character which the Nabob may obtain in the public Opinion; and have for that Reason endeavoured to place him in such a State, as might contribute to his Improvement, whenever I have had it in my Power.

For the Accomplishment of the Arrangements which I have recommended to the Nabob, it will be absolutely necessary, that the Monthly Stipend be punctually made, otherwise there will be a Necessity, or a Pretext at least, for contracting Debts, of which his Servants will not fail to avail themselves; and in that Way his Expences will exceed all Bounds; nor will it be easy to check them. To relieve the Nabob's present Wants, I have directed the Resident to raise an immediate Supply on the Credit of the Company, to be repaid from the first Receipts. I intreat that you will be pleased to order a Fund to be provided for this Purpose, either by an Assignment on the Collections of Rajeshahee, or any other more certain and ready Resource, to be paid immediately into the Hands of the Resident, for the Nabob's Use, as every intermediate Channel will be an unavoidable Cause of Delay.

I have the Honour to be, &c.
(Signed) Warren Hastings.

On the River beyond Moorshedabad,
14th July 1781.

HEADS of INSTRUCTIONS from the Governor General to the Nabob Mobareck ul Dowlah, respecting his Conduct in the Management of his Affairs.

1st. You will be pleased to direct your Mutta Seddies, to form an Account of the fixed Sums of your monthly Expences, such as Servants Wages in the different Departments, Pensions, and other Allowances, as well as of the estimated Amount of variable Expences, to be delivered to Sir

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Sir John D'Oyly for my Inspection. I have given such Orders to Sir John D'Oyly, as will enable him to propose to you such Reductions of the Pensions, and other Allowances, and such a Distribution of the variable Expences, as shall be proportionable to the total Sum of your monthly Income, and I must request you will conform to it.

2d. I have heard that you have contracted heavy Debts, and I know that such Debts always exceed their just Amount; I request that you will cause an Account of them to be made out and delivered to Sir John D'Oyly, that a Settlement may be made of them, and a Plan for their Discharge by equal and easy Kists, according to such Rules as I have prescribed to him, and he will impart to you. This is absolutely necessary for your Dignity, Credit, and future Ease. It is not fitting that a Person in your high Station should be importuned with the Demands of your Creditors, or the People hear their Clamours whenever you appear in public.

3d. Your monthly Income is 1,33,333. 5. 6. 3. Let the Sum of 1,16,000 Rupees be appropriated to your monthly Expences, in the Manner proposed by the first Article; and the Remainder, being 17,333. 5. 6. 3. per Month, set apart for the Payment of your Debts.

4th. You must promise me solemnly, that you will not contract any new Debts; but, to avoid the Necessity of it, that you will confine each Month's Expences to the Sum assigned for them, in the Manner which I have proposed in the 1st Article: And, that no Artifices may be made use of by any of your Servants to involve you in new Debts, contracted without your Knowledge, and also false Pretences, I advise that you cause a Proclamation to be made, that it is your Intention and Resolution, that no Debts, of whatever Nature, shall be contracted in your Name; and that if any of your Servants shall contract Debts under that Pretence, it is false, and you will not be answerable for them. If you have interested People about you, they will represent that this is contrary to your Dignity, because it is contrary to their Interest; but you must credit me, who have your Dignity more at Heart than they can have, and can have no Interest in giving you this Advice—it is the only Means of preserving your Dignity.

5th. It is my earnest Advice and Recommendation, that you make no Presents, but the necessary Distributions to your own Family, especially of Clothes and other Articles; because this Expence will greatly eat into your Income; and, by the Profits of their Purchase, and their disproportionate Value to their Receivers, they will prove, in every Instance, a Loss to you of Ten Rupees to One Rupee Profit which they will actually yield to those on whom you may bestow them. The Presents which Custom has rendered necessary, such as Kellaats and Jewels, should be given according to the settled Rules and Forms, of which the proper Officers should advise you, and be answerable that they are according to such Rules and Forms. Observe this Rule rigidly, and you will find your Income much more equal to your necessary Disbursements.

6th. The Benevolence of your Nature, and the Desire which you have to shew Civility to *Gentlemen of the English Nation*, may induce you to admit too many of them indiscriminately to your Presence; which is hurtful to your Dignity, and is besides the Cause of Expence; it also lessens the Credit of those Distinctions which may be due to Persons who are most entitled to them: I therefore request, that you will not admit any English Gentleman to your Presence who may not have some Pretence to that Honour from his Rank or Office in the Service. On such Occasions therefore, you will consult Sir John D'Oyly, who is the competent Judge, and will be responsible that no improper Persons are introduced to you; and you must forbid any Person of that Nation to be intruded to your Presence without his Introduction.

7th. It gave me great Concern to see the damaged State of your Kellah: A small Expence, with Œconomy, and a proper Attention to it, will serve to give it all the necessary Repairs; but if the Execution of these Repairs be entrusted to the Persons usually employed in making them, without any Controul, they will cost you Lacks; they will be done improperly, perhaps not at all: Even in the former Case, new Repairs will be required in a few Months after the first are finished. Let a fixed Sum be appropriated monthly to this Expence, according to a Plan which will be delivered to you by Sir John D'Oyly; and in this Way a very small Sum will be sufficient. The Effect will be soon visible to yourself.

8th. You are now arrived at that Time of Life in which the Eyes of all Men will be upon you, and at which their Observations upon your Behaviour will constitute your Character with the World. The first Judgment formed of the Character of a Man in high Life, is from his Company; and nothing lessens his Character so much as the Society of mean Persons. Let the Services and Attention of old and faithful Servants be rewarded and distinguished; but let them be treated as Servants. If you raise mean Men to be your Companions, you lessen yourself proportionably to their Level. Choose your Companions among Men of Family, even in preference to others who may appear to you to possess, or who may really possess, greater Virtues or Accomplishments. I have heard frequently the Names of some Persons, both of bad Character and base Origin, who have found the Means of insinuating themselves into your Company and constant Fellowship. I shall forbear mentioning them, unless I hear that they still avail themselves of your Goodness to retain the Places which they improperly hold near your Person. This Caution I have given you as the Advice of your real Friend; but I regard your Interest and Credit to be so deeply concerned in the Observance of it, that I shall think myself obliged to interfere in another Manner if you neglect it, or find yourself so much embarrassed by the Habit of long Connection as to require my Intervention.

9th.

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9th. These I make the Conditions of the Compliance which the Governor General and Council have yielded to your late Requisition. It is but just that you should possess what is your acknowledged Right: But their Intention would be defeated, and you would be in a worse Situation, if you were to be left a Prey, without a Guide, until you have acquired Experience, (which, to the Strength and Goodness of your Understanding, will be the Work but of a short Period) to the Rapacity, Frauds, and Artifices of Mankind. You have offered to give up the Sum of Four Lacks of Rupees, to be allowed the free Use of the Remainder of your Stipend. This we have refused, because it would be contrary to Justice. You should consider this as a Proof of the Sincerity of the above Arrangements which have been recommended to you, and of their Expediency to your real Interests; and your Attention to them will be a Means of reconciling the Company to the Resolution which we have taken, and which will be reported to them in a Light very hurtful both to you and to us, if an improper Effect should attend it. These I have ordered Sir John D'Oyly to read in your Presence, and to explain them to you, that no Part of them may escape your Notice; and he has my positive Orders to remonstrate to you against every Departure from them.

Upon all these Occasions, I hope and expect that you will give him a particular and cordial Attention, and regard what he shall say as if said by myself; for I know him to be a Person of the strictest Honour and Integrity. I have a perfect Reliance on him; and you cannot have a more attached or disinterested Counsellor. Although I desire to receive your Letters frequently, yet, as many Matters will occur which cannot be so easily explained by Letters as by Conversation, I desire that you will on such Occasions give your Orders to him respecting such Points as you may desire to have imparted to me; and I, postponing every other Concern, will give an immediate and the most satisfactory Reply concerning them.

The Secretary acquaints the Board, that in Obedience to the Orders of Mr. Wheler, he wrote Yesterday the following Letter to the Committee of Revenue:

Gentlemen,

It having been represented, that the punctual Payment of the Nabob Mobareck ul Dowlah's Stipend is absolutely necessary to render the Arrangements which have lately been made with him effectual; I obey the Orders of the Board, in desiring that you will adopt such Measures as will secure the regular Advance of 1,30,000 Rupees per Mensem to the Resident at the Durbar, to enable him to discharge the Nabob's Stipend.

I am, &c.

Council Chamber,
19th July 1781.

APPENDIX, N° 122.

EXTRACT of General Letter from Bengal, dated 15th July 1782.

13. THE original Loan taken up for the Service of this Investment, was 80 Lacks of Current Rupees; of which 50 Lacks have been allotted to the Provision of Cotton Piece Goods, and 30 Lacks to the Provision of Raw Silk and Silk Piece Goods. The Article of Saltpetre we have determined to continue the Manufacture of at Patna, on the Company's Account, independent of the Subscription Investment; and to transport as much of it as possible to England, by all the Ships which shall be dispatched, in order to yield a separate Resource for your own immediate Occasions.

14. After making this Arrangement, it appeared that some Articles of the Investment, and the Charges of shipping the Whole after its Delivery in Calcutta, had not been provided for; and several Tenders of Saltpetre were also made to us, by Persons who, in consequence of the Prohibition which, agreeably to your Orders, we had laid on the Exportation of that Article, were deprived of all other Means of disposing of it. As we considered the Company bound, in some Measure, to prevent the Ruin or Distress of the Dealers in Saltpetre, who, when the sudden Embargo was published, had large Quantities on Hand, we authorized the Board of Trade to purchase the Tenders which were made, at a moderate Price; and for these different Purposes, we agreed to augment the Loan for the Investment to One Crore of Rupees. The Subscribers to the additional 20 Lacks will not be entitled to receive their Bills until the 31st January next.

15. Wishing to unite our Endeavours heartily with the Board of Trade, in the Choice and Provision of an Investment, which, from the strictest Attention to the Quality, and the greatest possible

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poſſible Abatement of the Prices, was likely to anſwer the End we deſigned, of diſcharging all the Drafts which it would be neceſſary to make upon it, and yield a conſiderable Profit beyond that Amount, beſides furniſhing Freight for your Ships, and a Supply of Goods to the Engliſh Market, we thought it might be conducive to this grand Object, and at the ſame Time prove an Aſſurance of your Confidence, to require from the Preſident and Members of the Board of Trade a written Declaration, ſigned upon Honour, which they have accordingly given, that they will neither derive nor receive any Advantage or Emolument whatſoever from the Proviſion of this Inveſtment, or from any Engagements or Tranſactions reſpecting it, except their allowed Commiſſion; nor knowingly ſuffer any Perſons, under their Authority, to take any undue Advantage.

16. In order to ſecure to the Board of Trade a fair and honourable Reward for their faithful and undeviating Services in the Execution of this Branch of Duty, you will find that we have ſtipulated, as far as it was in our Power to do, by the laſt Article of the Publication, that the Preſident and Members reſident in Calcutta during the Proviſion of this Inveſtment, ſhould, with your Approbation, be allowed a Commiſſion of 5 per Cent. on the Produce of the Sales in England, after the Manner in which you gratify your Supra-cargoes at Canton; to be divided in the Proportions of their reſpective Salaries. This is a Conſideration which we have no Doubt the Superiority of the preſent Inveſtment, owing to the united and ſtrenuous Exertions of this Government and the Board of Trade, will eaſily afford to yield them. On this Principle, and in full Confidence of obtaining your Acquieſcence in a Promiſe, which appeared to us ſo equitable a Recompence for the ſteady and devoted Attention of your ſenior Servants, bound, under ſuch an Obligation, to the Intereſts of the Company, we have been induced to hold out the Expectation of it to them; and now earneſtly requeſt that you will approve of our Intention, and allow the Commiſſion to them accordingly, paying the Amount of it to their reſpective Agents in England, in the Proportions above-mentioned.

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